

**SOMERVILLE SCHOOL COMMITTEE**  
**SOMERVILLE PUBLIC SCHOOLS**  
**SUPERINTENDENT SEARCH CONSULTANT**

**RFP 2015-08**

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**SOMERVILLE SCHOOL COMMITTEE  
42 CROSS STREET  
SOMERVILLE, MA 02143**

**RFP S2015-08  
PROPOSAL INSTRUCTIONS**

Enclosed you will find an RFP for:

**QUALIFIED CONSULTANTS, CONSULTING FIRMS, OR EXECUTIVE  
RECRUITERS TO PROVIDE EXECUTIVE SEARCH SERVICES FOR THE POSITION  
OF SUPERINTENDENT OF SCHOOLS IN SOMERVILLE, MASSACHUSETTS.**

When submitting your proposal, please identify proposal clearly.

Proposal # “RFP S2015-08”, Time - “2:00 p.m.”, Date - “Thursday, May 8, 2014” and  
“Proposer’s Name and Address” on the outside of your sealed proposal.

**PROPOSAL SUBMITTED MUST BE AN ORIGINAL.**

The completion of the following forms is necessary for consideration of a potential  
contract/lease award.

**VERY IMPORTANT!  
WHEN SUBMITTING PROPOSAL DOCUMENT, PLEASE RETAIN ORDER OF  
DOCUMENTS AS ORIGINALLY PROVIDED.**

- Form RFP#1 – “Notice to Proposers” signed by authorized person.
- Form RFP#2 - “Signature Form” completed when submitting proposal.
- Form RFP#3 - “Non-Collusion Form and Tax Compliance Certification” signed by  
authorized person.
- Form RFP#4 - “Somerville Living Wage Ordinance Form” signed by authorized  
person.

Please review and return with your sealed proposal as sent. Also, insure that all forms are  
completed and your proposal response is submitted as requested.

Your cooperation is greatly appreciated.

**SOMERVILLE SCHOOL COMMITTEE  
SOMERVILLE, MASSACHUSETTS 02143**

**RFP S2015-08**

**NOTICE TO PROPOSERS**

**SECTION A. Proposals Invited:** The Somerville School Committee is accepting proposals from qualified consultants, consulting firms, or executive recruiters to provide executive search services for the position of Superintendent of Schools in Somerville, Massachusetts. The Somerville School Committee will pay for these services on a flat fee basis. The successful Offeror will be required to provide complete consulting services commencing July 1, 2014. It is the intention of the Somerville School Committee to recruit and select a Superintendent of Schools, for employment on or before April 1, 2015.

**SECTION B.** Sealed RFPs will be received at the Office of the School Committee, Somerville Public Schools, 42 Cross Street, Somerville, Middlesex County, MA 02145 no later than Thursday, May 8, 2014 at 2:00 p.m. at which time and place a register of submitted proposals will be created.

**SECTION C. Proposal Documents:** Proposal documents may be obtained from the Office of the School Committee (at the above address), on or after Thursday, April 17, 2014. The RFP response shall be submitted in a sealed envelope clearly marked as follows: **Proposal # “RFP S2015-08”, Time – “2:00 p.m.”, Date – “Thursday, May 8, 2014” and “Proposer’s Name and Address” on the outside of the sealed proposal.** Contact person is Patti Marques at (617) 625-6600 Ext. 6005.

**SECTION D. Incomplete Proposals:** Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to instructions, may be rejected by the Somerville School Committee. Pursuant to MG.L.c.30B, the School Committee shall waive "minor informalities" or allow the proposer to correct them. The Somerville School Committee reserves the right to accept or reject any or all RFPs or to amend any specifications, if in their judgment, through the issuance of an addendum to all proposers, the best interest of the Somerville Public Schools would be served by so doing.

**SECTION E. Contract Term:** The term of the contract is one (1) year from July 1, 2014 to June 30, 2015.

**SECTION F. General:** The Somerville School Committee will not be responsible for the premature opening of any proposal not properly identified.

**SECTION G. Certifications:** Proposers must complete and sign the following forms:

Form RFP#1 – Notice to Proposers  
Form RFP#2 - Signature Form  
Form RFP#3 - Non-Collusion Form and Tax Compliance Certification  
Form RFP#4 - Somerville Living Wage Ordinance Form

These certifications are included and must be completed, signed and submitted with proposal.

**SECTION H. Addenda:** Any inquiries shall be made in writing by 2:00 p.m., Friday May 2, 2014 to the Office of the School Committee, Patricia Marques, by mail at the above mentioned address or by email: [pmarques@k12.somerville.ma.us](mailto:pmarques@k12.somerville.ma.us). All questions will be answered in writing, and answers to such questions will be incorporated into the proposal by addendum.

**SECTION I. Changes in Deadline:** Notice concerning unexpected closures: If, at the time of the scheduled conference or bid opening, the location above is closed due to inclement weather, a power outage, or other unforeseeable events, the bid opening will be postponed until the same time on the next regular business day when the location is available, and bids will be accepted until that date and time.

**Firm:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Tel No.** \_\_\_\_\_

**Signature** \_\_\_\_\_

**SOMERVILLE SCHOOL COMMITTEE**  
**42 Cross Street**  
**Somerville, MA 02145**

**REQUEST FOR PROPOSALS**

**Search Firm to Assist With School Superintendent Recruiting**

**OVERVIEW**

The Somerville School Committee seeks proposals from qualified consultants, consulting firms, or executive recruiters to provide executive search services for the position of Superintendent of Schools. The consultant, consulting firm or executive recruiter will develop an overall approach and process for hiring a Superintendent for the Somerville Public Schools and to assist the School Committee in recruiting and selecting the new Superintendent. It is important that the process allow voices in the staff and community to be heard on the most important issues facing education in Somerville and what qualifications for a Superintendent candidate will be needed to lead the district.

Using documentation provided by Proposers, as outlined below in “Proposal Submission Requirements,” the Somerville School Committee and/or its designee(s) will evaluate each Proposer’s experience, proposed methodology for the search process, proposed action plans and timelines, ability to communicate effectively, and past successes in meeting the needs of other district searches. After review and evaluation of submitted proposals, the Committee will schedule interviews with proposers who have been deemed “Highly Advantageous.” The successful proposer will be expected to develop and implement a search plan in accordance with the proposal requirements as further described herein.

**BACKGROUND INFORMATION**

Somerville, Massachusetts is a City of ~77,104 residents located just two miles north of Boston. Somerville Public Schools is an urban, multicultural school community consisting of 11 schools: one early childhood center with sixteen pre-kindergarten and nine kindergarted classes , one Grade 1-6 elementary school, six Grade 1-8 elementary schools, one alternative junior high school Grade 6-8, one alternative high school Grade 9-12 and one high school Grade 9-12. The system is governed by a Superintendent and a School Committee of seven members elected by ward every two years (on the odd years). The Mayor and the Board of Aldermen President are ex-officio members with full voting rights.

Enrollment for FY15 is projected at 5,100 students. The School Department's current budget for FY14 is \$56,590,504. The FY13 per pupil cost was \$16,494.

The current Superintendent, who has been in place since July 2005, will retire effective July 2015, and the School Committee wishes to have a successor identified and under contract in time to ensure a smooth transition.

### **SCHEDULE AND TIME LINE**

The Request for Proposals (RFP) will be available in Office of the School Committee, Somerville Public Schools, 42 Cross Street, Somerville MA 02145, 617-625-6600 ext. 6010 after 8:00 AM. on Thursday, April 17, 2014.

Inquiries involving procedural or technical matters related to the Request for Proposals shall be submitted in writing and received by 2:00 PM., Friday May 2, 2014 and must be directed:

Via US Mail	Patricia Marques
Or Delivery Service	Office of the School Committee
	Somerville Public Schools
	42 Cross Street
	Somerville, MA 02145
Via FAX to	(617) 666-1130
Via e-mail to	pmarques@k12.Somerville.ma.us

Proposals will be received until 2 PM (Boston time) on Thursday, May 8, 2014. E-MAILED AND FAXED PROPOSALS WILL NOT BE ACCEPTED.

Two sealed envelopes, one containing the non-price technical proposal marked "Proposal-- Superintendent Search Consultant" and one containing the price proposal marked "Price Proposal- Superintendent Search Consultant" must be received by the Somerville School Committee, 42 Cross Street, Somerville, MA 02145 **no later than Thursday, May 8, 2014. (Note: If price proposal is included in the non-price envelope, the proposal will be automatically disqualified.)**

Interviews of qualified proposers are anticipated to be scheduled during the week of May 19, 2014. The award of this contract, if any, will be on or about June 19, 2014.

In accordance with the provisions of M.G.L. c.30B, §9, the City of Somerville reserves the right to waive any informality in any or all proposals, or to reject any or all proposals, if it is in the public interest to do so.

### **SCOPE OF WORK**

The Somerville School Committee seeks proposals from experienced executive search consultants to assist the Committee in recruiting highly qualified candidates for the next Superintendent of the Somerville Public Schools. The Scope of work will include, but not be limited to the following:

I. General Duties and Responsibilities:

- a. Provide one individual representing the consultant, who is responsible for the search process, including all meetings with the School Committee
- b. Administer all search details
- c. Maintain strict confidentiality
- d. Prepare reports and recommendations to the Committee as requested
- e. Provide other assistance to the Committee as requested
- f. Comply with all legal requirements for posting, recruiting, and open meeting law
- g. Commit to providing a diverse candidate pool
- h. Develop recruitment strategies
- i. Commit to and work with the School Committee until the successful completion of the hiring process

II. Preparation and Planning:

- a. Develop and propose a work plan and timeline
- b. Review position requirements
- c. Interview, survey, and conduct focus groups to solicit opinions from Board members, senior District, staff, elected officials, and various District stakeholders to help define the leadership attributes and leadership profile. Report to and update Committee.
- d. Meet with Committee and individual Committee members to assess Committee priorities, goals and objectives in order to assist the Committee in determining and articulating criteria and qualifications necessary for selecting the superintendent
- e. Provide and facilitate community input and engagement regarding desired superintendent skills, characteristics and qualifications that may include focus groups, surveys and large community meetings. Must include key stakeholders including parents and parent organization, under-represented groups, employees, the business community, District partners, and key elected officials

- f. Generate position description, qualifications, and challenge statement
- g. Report to and update the Committee on advertising strategies
- h. Prepare, provide funding for and distribute material as necessary to advertise the position

III. Review Resumes:

- a. Review resumes, validate information on resume for all finalists

## **PROPOSAL SUBMISSION REQUIREMENTS**

Failure to submit documents requested may result in the School Committee's determination that a proposal is non-responsive unless the City of Somerville, acting through its School Committee, deems such a failure to be a minor informality.

There are two components to the Proposal: A Technical Proposal, including information about the proposer, references, and the services to be provided; and a Price Proposal, including a fixed price fee for services to be rendered under the terms of the contract.

### **TECHNICAL PROPOSAL**

The following documentation must be contained in the Technical Proposal to prove responsiveness to each required element. Technical Proposals received without the required documentation for each required element may be deemed unresponsive.

Technical Proposals must be in arranged the order specified below, with responses and documentation separated by tabs or index dividers. Each page of the Technical Proposal must contain footer with the page number.

#### **Required Elements of the Technical Proposal**

- **Table of Contents**, showing where required information can be found by section and page.
- **Letter of Interest**, including the firm's history and the name of the principal or "lead consultant" who will be the person assigned to work directly with the School Committee on this search. Proposers are directed to note that the contract will require that the same principal or "lead consultant" be assigned to this contract for the duration of the search process, through and including the hiring of a Superintendent for the Somerville Public Schools.
- **Organizational Chart**, if the Proposer is a firm or corporation, indicating the name and position of all consultants who will work with the Somerville School Committee on this



search. If the Proposer is not a firm or corporation, the Proposer should so state in this section.

- **Current Resume(s)**, including summaries of credentials and number of years of experience providing executive search services, for all consultants who will be assigned to work with the Somerville School Committee on this search.
- **Description of the Proposer's Approach and Plan** for performing services outlined in the Scope of Work (see above), including:
  - a description of how the Proposer will specifically identify and target the needs of the district in the search for a new Superintendent of Schools;
  - a description of the consultant's approach to ensuring community involvement and input;
  - a description of proposed candidate recruitment strategies;
  - a description of the consultant's proposed implementation plan; and
  - a proposed timeline with specific milestones.
- **List of Recent Contracts**, including name, address and telephone number, of all school districts or communities for which the firm has provided similar executive search services during the past five (5) years.
- **References**, for a minimum of three (3) comparable executive search projects completed in the past five (5) years, including at least one (1) reference from a school district with a minimum of five (5) schools and a minimum student population of 3,000, with the following information for each:
  - Client's name and address
  - Name, e-mail address and phone number for at least one primary contact for each client
  - Dates of service to the district
  - Number of students in the district
- **Promotional Material**, include advertisements, brochures and other recruitment materials used in Superintendent searches or promotional literature about the firm
- **Signed Non-Collusion Form and Tax Compliance Certification** (Included as Form RFP#3)

### **PRICE PROPOSAL**

The Price Proposal form, included as Attachment A, must be completed and included as the proposer's Price Proposal to prove responsiveness to this requirement. The Price Proposal (one

original copy) must be submitted without conditions or exceptions and must be submitted under separate cover and in a sealed envelope.

Price Proposals shall remain in effect for a period of 60 (sixty) calendar days from the date of proposal submittal or until it is formally withdrawn, a contract is executed, or this Request for Proposal is canceled, whichever occurs first.

Price Proposals submitted without the required form or including other conditions of pricing may be deemed unresponsive.

### **PROPOSAL SUBMITTAL**

Technical and Price Proposals must be submitted in separate sealed envelopes and plainly marked as follows: “TECHNICAL PROPOSAL – Somerville Superintendent Search”, and “PRICE PROPOSAL - Somerville Superintendent Search” along with the name of the consultant, consulting firm or executive recruiter clearly marked on both envelopes. **IF PRICES ARE INCLUDED WITHIN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.**

Technical Proposals should be sealed in a separate envelope with one (1) original, three (3) hard copies. Price Proposals should be sealed in a sealed envelope of one (1) signed original. Both sealed proposals must be submitted together in one envelope or mailer no later than 2 PM (Boston time), Thursday, May 8, 2014 to:

Office of the School Committee  
Somerville Public Schools  
42 Cross Street  
Somerville, MA 02145

### **E-MAILED AND FAXED PROPOSALS WILL NOT BE ACCEPTED.**

There will be no public opening of proposals. The names and addresses of all parties submitting proposals will be recorded and the proposals will then be provided to the School Committee members and/or their designees selected to evaluate them.

## **EXAMINATION OF DOCUMENTS**

Each Proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all submittal and RFP requirements before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

## **EVALUATION OF PROPOSALS**

Technical Proposals will be opened and evaluated by the School Committee and/or its designees who will individually rate the proposals. Evaluation of Technical Proposals will be based on weighted, comparative criteria described in this section. The following scale will be used to evaluate each criteria, as well as to determine a composite rating for each proposal:

Highly Advantageous

Advantageous

Not Advantageous

Unacceptable

### **Proposer's Experience (20%)**

**Highly Advantageous:** The Proposer has five (5) or more years' experience in conducting successful executive searches with public school systems, other educational institutions, and other non-profit organizations, and during the past five (5) years has concluded at least three (3) successful searches for a School Superintendent in Massachusetts, one (1) of which must have been for a district of similar size and demographics as Somerville.

**Advantageous:** The Proposer has at least three (3) years' experience in successful executive search and hiring processes and has concluded at least two (2) successful executive searches for Superintendents with Massachusetts public school systems.

**Not Advantageous:** The Proposer has fewer than three (3) years' experience in successful executive search and hiring processes and has concluded only one successful executive searches for a Superintendent.

**Unacceptable:** The Proposer has fewer than three (3) years' experience in executive search and hiring processes and has not concluded any successful executive searches for a Superintendent.

### **Proposer's Capacity (5%)**

**Highly Advantageous:** The Proposer has more than five (5) consultants on staff to perform Superintendent's searches.

**Advantageous:** The Proposer has more than two (2) consultants on staff to perform executive searches.

**Not Advantageous:** The Proposer has two consultants on staff to perform executive searches.

**Unacceptable:** The Proposed has only one consultant on staff to perform executive searches.

**Key Personnel (20%)**

**Highly Advantageous:** The Proposer's lead consultant has more than five (5) years' experience conducting Superintendent searches in Massachusetts.

**Advantageous:** The Proposer's lead consultant has at least three (3) years experience conducting Superintendent searches in Massachusetts.

**Not Advantageous:** The Proposer's lead consultant has fewer than three (3) years experience conducting Superintendent searches in Massachusetts.

**Unacceptable:** The Proposer's lead consultant has no experience conducting a Superintendent search in Massachusetts.

**Proposer's Approach to Ensuring Community Involvement (10%)**

**Highly Advantageous:** The Proposal provides more than three (3) project examples where the proposed Lead Consultant for Somerville Public Schools Superintendent Search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a School Superintendent.

**Advantageous:** The Proposal provides three (3) project examples where the proposer Lead Consultant for Somerville Public Schools Superintendent Search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a School Superintendent.

**Not Advantageous:** The Proposal provides fewer than three (3) project examples where the proposer Lead Consultant for Somerville Public Schools Superintendent Search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a School Superintendent.

**Unacceptable:** The Proposal provides fewer than three (3) project examples where the proposed Lead Consultant has organized, trained and facilitated working groups as part of an executive search process, none of which has led to the hiring of a School Superintendent.

**Proposer's Implementation Plan and Schedule (5%)**

**Highly Advantageous:** The Proposal includes a detailed description and examples of previously successful recruitment strategies and includes a clearly delineated timeline with specific milestones for Somerville's Superintendent search.

**Advantageous:** The Proposal includes an outline of some candidate recruitment strategies and an implementation plan that includes some milestones for Somerville’s Superintendent search.

**Not Advantageous:** The Proposal lacks specific candidate recruitment strategies or specific milestones for Somerville’s Superintendent search.

**Unacceptable:** The Proposal does not include any information about a proposed implementation plan and schedule.

#### **Proposer’s Recruitment Materials (5%)**

**Highly Advantageous:** The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least five (5) different Superintendent searches with the proposal, at least one (1) of which involves a Superintendent search in Massachusetts.

**Advantageous:** The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least three (3) different executive searches with the proposal, at least one (1) of which involves a Superintendent search.

**Not Advantageous:** The Proposer includes three (3) or fewer samples of advertisements, brochures, and other forms of candidate outreach with the proposal, none of which involve a Superintendent search.

**Unacceptable:** The Proposer does not include samples of advertisements, brochures or other forms of candidate outreach.

#### **Proposer’s Networking Strategies (20%)**

**Highly Advantageous:** The Proposal provides more than three (3) examples of how the Proposer’s established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

**Advantageous:** The Proposal provides three (3) examples of how the Proposer’s established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

**Not Advantageous:** The Proposal provides fewer than three (3) examples of how the Proposer’s established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

**Unacceptable:** The Proposal does not include specific examples of networks the Proposer will use in the search and recruitment process.

### **Proposer's Executive Search Tailored to District (5%)**

**Highly Advantageous:** The Proposal provides more than three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working, with at least one (1) of these examples leading to the hiring of a School Superintendent.

**Advantageous:** The Proposal provides three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working with at least one (1) of these examples leading to the hiring of a School Superintendent.

**Not Advantageous:** The Proposal provides fewer than three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working with at least one (1) of these examples leading to the hiring of a School Superintendent.

**Unacceptable:** The Proposal provides no specific examples of executive search and recruitment work related to the hiring of a School Superintendent or educational executive.

### **References (10%)**

**Highly Advantageous:** All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed within the time frame required.

**Advantageous:** All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed but not within the time frame(s) required.

**Not Advantageous:** Fewer than five (5) references were satisfied with the end results.

**Unacceptable:** The preponderance of references was dissatisfied with the end results.

All Technical Proposals will be given a cumulative ranking based on individual rankings of the following weighted elements, using a scoring sheet included as Attachment B: Proposer's Experience, Proposer's Capacity, Key Personnel, Proposer's Approach to Ensuring Community Involvement, Proposer's Implementation Plan and Schedule, Proposer's Recruitment Materials, Proposer's Networking Strategies, Proposer's Executive Search Tailored to District, and References.

The Somerville School Committee and/or their designees will invite all Proposers whose Technical Proposals have an overall evaluation rating of "Highly Advantageous" to be interviewed.

Interviews will be ranked as follows:

**Highly Advantageous:** The Lead Consultant for this project was present, clearly stated a plan of action, demonstrated excellent communications skills, presented other personnel with experience

and skills who will be assigned for the duration of this project, and successfully responded to all questions.

**Advantageous:** The Lead Consultant for this project was present, outlined a plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to most of the questions.

**Not Advantageous:** The Lead Consultant for this project was present but did not present a clear plan of action, or was unable to communicate effectively, or presented other personnel who did not have the experience and skills to work on this project and/or who would not be assigned for the duration of this project, or did not successfully respond to questions.

**Unacceptable:** The Lead Consultant for this project was not present at the interview or was unable to communicate effectively and did not successfully respond to questions.

At the conclusion of the interviews, a composite rating will be assigned to each Proposal. After review of the composite ranking of the Technical Proposal and interviews, the Price Proposals will be opened and evaluated by the Somerville School Committee's Chairperson or designee.

### **CONTRACT AWARD**

The contract will be awarded to that Proposer deemed by the School Committee and/or its designees to have submitted the most advantageous proposal taking into consideration all of the Technical Proposal criteria and Proposers' interviews in addition to the Price Proposals. In accordance with the provisions of G.L. c. 30B, sec. 9, The City of Somerville reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, if it be in the public interest to do so.

### **TERM OF THE CONTRACT**

It is anticipated that work under this contract shall begin approximately July 1, 2014 and shall be completed on or before June 30, 2015.

## Attachment A

### Price Proposal

(To be submitted in a separate sealed envelope from the Technical Proposal)

The price proposal (one original copy) must be submitted without “conditions or exceptions” and must be submitted under separate cover and in a sealed envelope.

The price proposal set forth in this proposal shall constitute full and complete compensation for the services to be provided by the Consultant/Firm. There shall be no reimbursement for out-of-pocket or other expenses incurred by the Consultant in connection with the performance of the services. Any exceptions may result in the rejection of the proposal.

#### **Price Proposal for Somerville Public Schools Superintendent Search:**

\$ \_\_\_\_\_ Total Fixed Fee Contract Price

Total Fixed Fee Contract Price in words: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_



## Attachment B

### Technical Proposal Rating Sheet

Each element of the Technical Proposal must be rated using the following scale:

**Highly Advantageous – 3**

**Advantageous – 2**

**Not Advantageous – 1**

**Unacceptable – 0**

Name of Proposer

---

Weighted Percentages	Technical Proposal Elements	Rating
20%	Experience	
5%	Capacity	
20%	Key Personnel	
10%	Approach to Ensure Community Involvement	
5%	Implementation Plan and Schedule	
5%	Recruitment Materials	
20%	Networking Strategies	
5%	Executive Search Tailored to District	
10%	References	
100%	<b>TOTAL</b>	

**CITY OF SOMERVILLE  
SCHOOL DEPARTMENT  
SIGNATURE FORM**

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL: \_\_\_\_\_

NAME: \_\_\_\_\_ 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:

\_\_\_\_\_

**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 **7/1/2013** "Living Wage" shall be deemed to be an hourly wage of no less than **\$11.89** 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

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

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:** \_\_\_\_\_

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of **7/1/2013** is **\$11.89** 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.

## **TERMS AND CONDITIONS**

1. **FREIGHT ON BOARD (F.O.B.)**

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

2. **UNIT PRICE**

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

3. **PRICE REDUCTION**

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

4. **BID BOND**

A Bid Bond, Cashier's Check or a Certified Check made payable to the City of Somerville as a deposit of good faith in an amount not less than the amount specified in the "Notice to Bidders", may be required of each bidder on all bids, and if so required, the "Notice to Bidders" shall so specify. All bids not accompanied by such deposits where required will be rejected. The City reserves the right to reject a Bid Bond as insufficient.

5. **BONDS**

Where required, the successful bidder shall furnish a satisfactory Performance Bond and/or Payment Bond within ten (10) working days after notification of the bid award. Failure to furnish required Bonds within the period specified may be cause for rejection of the bid and any deposit may be retained by the City of Somerville.

6. **INTERPRETATION OF SPECIFICATIONS/TERMS**

Any prospective bidder requesting an interpretation of existing specifications of terms and conditions may do so at the Pre-Bidders Conference, or must do so not less than five (5) working days prior to scheduled bid opening date. All requests are to be in writing to the School Department and are to be in duplicate.

7. **CANCELLATION OF BID**

To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Assistant Superintendent. Correction or modifications must be sealed when submitted.

## **TERMS AND CONDITIONS (CON'T)**

8. **SAMPLES**

The qualified low bidder will be required to submit samples upon request of the Finance Director. Acceptable samples will be determining factor in the vendor selection process.

9. **FINANCIAL AND OPERATIONAL INFORMATION**

By submitting a bid, the bidder authorizes the City of Somerville to contract any and all parties referenced by the bidder regarding financial and operational information.

10. **PAYMENT**

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

11. **DOCUMENTATION**

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

12. **EXTENSION OF CONTRACT**

The City reserves the right to extend this contract for a maximum not to exceed ninety (90) days or 25% of the contract value at the sole discretion of the Assistant Superintendent.



## INSURANCE SPECIFICATIONS

### **INSURANCE REQUIREMENT FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of the Contract, the Vendor shall furnish to the School Department a Certificate of Insurance evidencing the following:

- A. GENERAL LIABILITY - Comprehensive Form
- |                         |                    |              |                    |
|-------------------------|--------------------|--------------|--------------------|
| General Aggregate       | <u>\$2,000,000</u> | Each Occ.    | <u>\$1,000,000</u> |
| Products - Comp/OP Agg. | <u>\$1,000,000</u> | Fire Damage  | <u>\$ N/A</u>      |
| Personal Injury         | <u>\$1,000,000</u> | Medical Exp. | <u>\$ N/A</u>      |
- B. ERRORS & OMISSIONS (PROFESSIONAL LIABILITY)
- |                   |                     |           |                     |
|-------------------|---------------------|-----------|---------------------|
| General Aggregate | <u>\$ 2,000,000</u> | Each Occ. | <u>\$ 1,000,000</u> |
|-------------------|---------------------|-----------|---------------------|
- C. SEXUAL ABUSE/CHILD MOLESTATION
- |                   |               |           |               |
|-------------------|---------------|-----------|---------------|
| General Aggregate | <u>\$ N/A</u> | Each Occ. | <u>\$ N/A</u> |
|-------------------|---------------|-----------|---------------|
- D. COVERAGE FOR PAYMENT OF WORKERS' COMPENSATION BENEFITS PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:
- E. WORKERS' COMPENSATION - EMPLOYER'S LIABILITY STATUTORY

- F. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY \$ 50,000-\$100,000

1. A contract will not be executed unless a certificate(s) of insurance evidencing the 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.

**CITY OF SOMERVILLE  
SCHOOL DEPARTMENT  
42 CROSS STREET  
SOMERVILLE, MA 02145**

NOTE: IF DURING TERM OF THIS CONTRACT YOUR INSURANCE EXPIRES, YOU SHALL BE RESPONSIBLE FOR SUBMITTING A NEW CERTIFICATE(S) COVERING THE PERIOD OF THIS CONTRACT. NO PAYMENT WILL BE MADE ON A CONTRACT WITH AN EXPIRED INSURANCE CERTIFICATE(S).

## CERTIFICATE OF GOOD STANDING

TO: VENDOR

FROM: SCHOOL DEPARTMENT

RE: **CURRENT GOOD STANDING FORM**

The **AWARDED VENDOR** must comply with our request for a **CURRENT** **“CERTIFICATE OF GOOD STANDING”**.

If you require information on how to obtain the Good Standing Certificate or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the **Secretary of State’s Office, Order Room for Corporations** at **(617) 727-2850** (Press #1) located at One Ashburton Place, 17<sup>th</sup> Floor, Boston, MA or you may access their web site at: **[www.MA.GOV/SEC/COR](http://www.MA.GOV/SEC/COR)**.

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 Good Standing Certificate from your state of incorporation.

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

### IMPORTANT NOTICE

Requests for Certificates in 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 original Certificate of Good Standing to the School Department, Finance Office.

Thank you,

Patricia Durette,  
Finance Director

# **SAMPLE CONTRACT**

## **CITY OF SOMERVILLE**

SCHOOL DEPARTMENT  
42 CROSS STREET  
SOMERVILLE, MA 02145

PROPOSAL FOR:

RFP OPENING:

CONTACT PERSON: PATRICIA DURETTE, FINANCE DIRECTOR  
SOMERVILLE SCHOOL DEPARTMENT  
(617) 625-6600 EXT. 6010

**PROFESSIONAL SERVICES CONTRACT  
BY AND BETWEEN  
THE CITY OF SOMERVILLE  
AND**

This Contract made this \_\_\_\_ day of \_\_\_\_, by the City of Somerville, acting through its School Department (hereinafter, the "City") and \_\_\_\_\_(hereinafter, the "Vendor").

**WHEREAS**, the City seeks the following services (hereinafter, the "Services"): \_\_\_\_\_  
\_\_\_\_\_; and

**WHEREAS**, the SCHOOL DEPARTMENT has followed the bidding procedure (RFP No. S\_\_\_\_-\_\_\_\_) required by G.L. c. 30B, §6, (See **Appendix A – Notice to Proposers/Copy of Advertisement** attached and made a part hereto); and

**WHEREAS**, the vendor was found to have submitted the most advantageous proposal (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 follow

## **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 \$25,000.00, 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 - Specifications/Proposal, attached and made a part hereto.

**B. Payments.**

1. The City agrees to pay the Vendor a total amount of \_\_\_\_\_ (\$\_\_\_\_\_) dollars for Services rendered and/or Supplies received as specified in Appendix C – Scope of Services/Specifications.
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 \$25,000.00, 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 a partnership or of a corporation; 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 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.

#### **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, 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 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 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 \_\_\_ attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured 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) 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. (See Appendix D – Acknowledgment of Sole Proprietorship.)

#### **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 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: Patricia Durette  
Finance Director  
Address: City of Somerville School Department  
42 Cross Street  
Somerville, MA 02145  
Fax No.: (617) 666-1130

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 –

Appendix B -

Appendix C –

Appendix D –

Appendix E –  
Appendix F –  
Appendix G –  
Appendix H -

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: \_\_\_\_\_.

- 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 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 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 F. Bean  
City Auditor

\_\_\_\_\_  
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
Patricia Durette  
Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Francis X. Wright, Jr.  
City Solicitor

**VENDOR**

\_\_\_\_\_  
Signature of Authorized Agent of Vendor

X\_\_\_\_\_  
Printed Name of Authorized Agent of Vendor

X\_\_\_\_\_  
Title of Authorized Agent of Vendor

X\_\_\_\_\_  
Street Address of Vendor

X\_\_\_\_\_  
City, State and Zip

X\_\_\_\_\_  
Tax ID #

**FOR CORPORATIONS ONLY:**

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

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Print or Type Clerk's Name