

**SOLICITATION FOR:**

**Advertising Sales and Placement Services for the  
Hubway Bike Share System**

**IFB #13-19 (REBID)**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE**

**Monday, March 25, 2013**

**DUE BY:**

**Monday, April 1, 2013 11:00AM EST**

**DELIVER TO:**

**Purchasing Department  
Attn: Michael Gauthier  
93 Highland Avenue  
Somerville, MA 02143**

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## SECTION 1.0 INSTRUCTIONS TO OFFEROR

### 1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Purchasing Department, Attn: Michael Gauthier, City of Somerville, 93 Highland Avenue, Somerville, MA 02143.
- Response submitted must be an original
- The proper completion and response format is necessary for consideration of an award. When submitting bid documents, please retain the order of documents as shown in Section 4.1

### 1.2 General Information & Submission Instructions

#### 1.2.1 Key Dates for this Solicitation

ITEM	DATE
Solicitation issued	March 25, 2013
Deadline for submitting questions	March 27, 2013 @ 12:30pm
Responses due and publicly opened	April 1, 2013 @ 11:00am
Anticipated award	April 5, 2013
Estimated service commencement	April 10, 2013

#### 1.2.2 Definitions

**IFB:** Invitation for Bid

**MAG:** Minimum Annual Guarantee is the fixed dollar amount that the Contractor guarantees to the City

**MGL:** Massachusetts General Law

**POC:** Point of Contact

**SOW:** Scope of Work

#### 1.2.3 Bid Delivery

Responses must be delivered by **Monday, April 1, 2013 at 11:00AM** to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143. One (1) original copy of the response should be submitted. Responses must be sealed and marked with the solicitation title and number. All bids must include all required forms detailed in Section 5.0.

#### 1.2.4 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

### **1.2.5 Time for Bid Acceptance**

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

### **1.2.6 Changes & Addenda**

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

### **1.2.7 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

### **1.2.8 Right to Cancel/Reject Bids**

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

### **1.2.9 Bid Prices to Remain Firm**

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

### **1.2.10 Unbalanced Bids**

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

### **1.2.11 Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

### **1.2.12 Price Submission**

All prices must contain a unit rate as requested on the bid price form in this solicitation. All prices are to include Delivery, the cost of fuel, the cost of labor and all other charges related to the products listed. Prices are to remain firm for the entire contract period.

### **1.2.13 Cancellation**

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

## **1.3 Questions About the Solicitation**

Questions concerning this solicitation must be submitted in writing to: Michael Gauthier, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 12:30PM on Wednesday, March 27, 2013**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mgauthier@somervillema.gov](mailto:mgauthier@somervillema.gov). Written responses will be mailed or faxed to all bidders on record as having picked up the solicitation. If any Offerors contact anyone outside of the Purchasing Department regarding this solicitation, the Offeror will be disqualified from the bidding process.

## **1.4 Response Format**

Your bid response should contain the following information in this particular order:

1. Cover Letter
2. Company Background
3. Quality Requirements Form and related attachments
4. References / Past Performance
5. Price Page
6. Completed Forms:
  - Tax Compliance / Non Collusion Form
  - Certificate of Authority
  - Somerville Living Wage Ordinance (if incorporated)
  - Signature Form
  - Vendor TIN Form
  - Addendum Acknowledgement(s) (if applicable)
8. Attachments

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. All binders will allow for easy removal and replacement of pages.

#### **1.4.1 Cover Letter**

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands of the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for sixty (60) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

#### **1.4.2 Company Background**

The Offeror shall include background of the firm which identifies the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. The proposer may include any additional literature and product brochures.

#### **1.4.3 Quality Requirements**

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1 or 2, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

(THIS AREA LEFT INTENTIONALLY BLANK)

QUALITY REQUIREMENTS		YES	NO
1.	The Offeror shall have a minimum of five (5) years continuous experience in the operation of advertising sales and placement experience. (While this notice is not intended to preclude the formation of a new company, partnership, or corporation to develop our Citywide locations, the City will take into account prior experience). Offeror will detail this in Company Background information 1.4.3 and sufficient information regarding past performance as request in section 1.4.5.		
2.	The Offeror must demonstrate financial responsibility and stability by their financial institution providing a letter of comfort / good standing.		
3.	Optional:  Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1-3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization as asked for in Section 1.4.3.

#### **1.4.4 References / Past Performance**

Please provide a list of at least three organizations of similar size and scope, of which at least two, must be in the government sector for which you have provided advertising and placement services. Please include the Period of Performance, name, telephone number and email of the contact person at each and a description of the nature of the work. The City reserves the right to use itself as a reference / past performance. Please utilize the below format for all three references

(THIS AREA LEFT INTENTIONALLY BLANK)



Past Performance / Reference Title:	
Period of Performance	
POC Name & Title	
Telephone	
Fax	
Email	
Summary of supplies or services provided	

#### 1.4.5 Price Page

Please submit your pricing as requested in Section 4.0. The cover letter will require the Offeror to sign by official authorized to bind the proposer contractually and contain a statement that the pricing is firm for sixty (60) days.

#### 1.4.6 Completed Forms

Complete all of the required forms and provide with your submission. All forms are provide in Section 5.0.

#### 1.4.7 Attachments

As specified in Section 1.4.3, Quality Requirements, please include financials of organization and any additional information relating to our required submissions.

#### 1.5 Rule for Award

The City plans to award one contract to the responsive and responsible Offeror providing the highest Minimum Annual Guarantee (MAG) fee to the City in compliance with all project specific terms and conditions detailed in Section 3.0, Scope of Work (SOW). Preference will be given to the Contractor who offers an upfront MAG to the City. In the event of a tie between two Offerors with the same MAG, the City will award the contract to the qualifying vendor with the highest MAG paid up-front (i.e. within 30 days of a fully executed contract) and with the lowest percentage of gross revenue proposed.

## **SECTION 2.0 GENERAL TERMS & CONDITIONS**

### **2.1 Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

### **2.2 Freight on Board (FOB)**

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.

### **2.3 Unit Price**

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

### **2.4 Price Reduction**

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

### **2.5 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.

### **2.6 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, its agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

### **2.7 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.

### **2.8 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.

### **2.9 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.

### **2.10 Assignment**

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

### **2.11 Subcontractors**

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.

### **2.12 Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

### **2.13 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.

### **2.14 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.

## **2.15 Termination**

### **2.15.1 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 effected 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.

### **2.15.2 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.

## **2.16 Discrimination**

It is understood and agreed that it shall be a material breach of any contract resulting from this IFB 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.

## **2.17 Interpretation of Specification / Terms**

All interpretations of the IFB and supplemental instructions will be in the form of written addenda to the IFB specifications. Requests for clarification or any questions about information contained in the IFB should be addressed in writing to Michael Gauthier, Procurement Analyst, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: [mgauthier@somervillema.gov](mailto:mgauthier@somervillema.gov). Questions and answers will be compiled and sent to all proposers who requested a copy of the IFB, before the proposal deadline. No requests or questions will be accepted after **12:30PM on March 27, 2013**.

**2.18 Withdrawal or Modification of Bid Response**

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror 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.

**2.19 Samples**

If applicable, all qualified proposers may be requested to submit samples.

**2.20 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.

**2.21 Payment**

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

**2.22 Documentation**

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

**2.23 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.

The Offeror's submission will remain in effect for a period of sixty (60) days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

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 3.0 SCOPE OF WORK (SOW)**

### **3.1 Background**

The Hubway Regional Bike Share System was launched in Boston in 2011 and consisted initially of 61 bike share stations and 600 bicycles. In its second season, the system expanded to Somerville, Cambridge, and Brookline, as well as adding more bikes and stations in Boston. In Somerville, twelve (12) stations are located around the City at its most visible, well trafficked, and commercially lively sites, offering a unique advertising opportunity.

The Office of Strategic Planning and Capital Developed (OSPCD) seeks to obtain contractor support from an advertisement management firm that will sell advertisements on all Hubway Bike station panel displays at each bicycle station located within the City of Somerville. The goal for this endeavor is for the City to generate revenue by contracting with a firm who is looking for a great sales opportunity but most importantly, a firm who will affiliate themselves with the positive, high profile, healthy and green bike share image.

### **3.2 Scope / Objective**

The City of Somerville is inviting companies and organizations to submit sealed responses for advertising sales and placement services in conjunction with the Somerville portion of a regional bicycle sharing system (“Somerville Hubway Bike Share System”). The system launched in August 2012. The work to be performed under this solicitation includes the selling of advertisements for one side of the advertising panel of the bicycle station (“Station Panel,”), obtaining all required permits and approvals for advertising on the bicycle stations, and printing the advertisements. The operator of the Somerville Hubway Bike Share System (“System Operator”) will produce, install, and maintain the Station Panels. The winning bidder may enter a contract directly with the System Operator or other provider to perform installations.

The awardee of the contract will pay the City of Somerville a initial Fixed Fee for the rights to sell advertisements plus a percentage fee based on sales generated. It is the intent of this solicitation to maximize the amount of the fixed fee. While the City and surrounding municipalities will participate in one unified regional bicycle sharing system (“Regional Bicycle System”), each municipality will have the opportunity to secure its own vendor to sell advertisements on bicycle station panels within its portion of the system.

The successful contractor will only be permitted to sell advertising as specified in Section 3.3.4, and will not obtain the rights to sell any other sponsorship or advertising. However, the successful Offeror will be expected and encouraged to sell advertisements on new Hubway stations in Somerville as the system expands.

The awarded contractor will provide all personnel, equipment, tools, materials and supervision to perform all the tasks specified in Section 3.4.

### **3.3 Bike Share**

The Hubway Regional Bicycle System is part of metro-Boston's transformation into a world-class bicycling destination, creating a new green mass transportation system and by inspiring the mainstream population to choose bicycling as a significant means of transportation. The Hubway Bike Share system topped 250,000 rides in its first six (6) months, at a vigorous pace faster than similar systems in Denver and Minneapolis and on a par with the Capital Bikeshare System in Washington, DC. The system ended its 2012 season with 7,042 annual subscribers (a 55% increase over 2011) and an average 7,639 casual subscribers per month over 2012 (total of 99,407 casual users total over the life of the system so far), the system is offers marketing exposure to a huge number of commuters, students, tourists, etc. all over the city.

Bike share has proven transformative in Paris, Barcelona, Stockholm, Montreal, Melbourne, Washington, D.C., Minneapolis, Denver and other cities by dramatically increasing the bicycling mode and inspiring new participation in bicycling. The Hubway Bicycle System:

- Expands options for personal transportation;
- Reduces dependency on automobiles, particularly for short trips in the city center,
- Reduces motor vehicle trips, vehicle emissions, and demand for parking;
- Enhances the region's existing public transportation system by adding the capacity to use a public bicycle to complete the first or last leg of a trip (i.e., from the train station to the workplace) and enable bus, rail, and boat commuters to make short trips from the workplace without a car;
- Expands the health and wellness benefits of bicycle transportation beyond traditional enthusiast groups to everyone living or working in the city;
- Spur the transformation of city streets to become environments where pedestrians and bicyclists feel safe and comfortable.

The Hubway Regional Bicycle System targets three types of users:

- Users making short bicycle trips in conjunction with their public transit usage;
- Users making short bicycle trips to replace vehicle and/or pedestrian trips;
- Users making short bicycle trips in areas not well served by public transportation.

These users participate in the system as either annual subscribers (a yearly membership) or casual subscribers (1 or 3 day, or monthly pass). These options allow a variety of users to access the system. As mentioned previously, obtaining advertising rights on the Station Panels for the Somerville Hubway Bike Share System will provide the successful bidder with a unique sales opportunity. The stations will be located in prominent, roadside positions in Somerville's squares and commercial corridors.



### **3.3.1 The Regional Bicycle Share Infrastructure**

The Regional Bicycle System consists of a network of bicycle sharing stations located throughout the region in the City and surrounding participating municipalities. A station consists of a platform, a dock that holds bicycles, bicycles, a terminal for users to swipe credit cards, and a two sided Station Panel. A map will be placed on one side of the Station Panel. Paid advertisements are to be placed on the second side of the panel by the vendor selected under this solicitation.

The name and/or logo of sponsors arranged by the City / partner municipalities will appear on every station and bicycle in the Somerville Hubway Bike Share System along with the names and/or logos of sponsor(s) for individual stations (“Station Sponsors”). Advertisements will not represent competitors of any sponsor affiliated with that station, as further described in Section 1.7 below.

### **3.3.2 System Functionality and Limitations**

Users swipe a card to unlock a bike, which can be returned to any station. Daily, three day, monthly (pending), and full-year passes will be available. All pass types entitle users to an unlimited number of bike trips of 30 minutes or less; trips over 30 minutes incur additional fees. The Hubway Bike Share System will operate in the spring, summer, and fall of each year with station equipment and bikes installed in early spring and removed each November/December for winter storage. The winter shutdown is estimated to take place in the months of December, January and February, but may extend somewhat into November and March as weather dictates. Bikes and stations are designed specifically for use as shared bikes.

The stations are fully mobile, modular and solar-powered. This allows for easy installation and removal; station sizes can be increased or decreased simply based on demand; stations do not need to hook into electrical grids but instead use solar power. Bicycles have reinforced frames to hold up to vandals; use non-standard parts and require non-standard tools to deter theft; are fully rust-resistant for outdoor use; are specially designed for use by inexperienced and casual users with a step through design and simple shifting and braking systems; function in a lock-and-key system with the hubs for secure renting and returning; include puncture resistant tires; and incorporate pedal-powered lighting systems for safety.

### **3.3.3 System Operator**

A system operator, Alta Bike Share, Inc., has been identified for the Regional Bicycle System (“Alta” or “System Operator”). Alta operated the Hubway Bikeshare System starting in 2011 and also currently operates systems in Melbourne, Australia and Washington, D.C. In addition to running the system, the System Operator will be responsible for fabricating and installing title sponsors’ names and/or logos on the stations and bikes, creating the system website, and creating marketing materials to promote the system.



### **3.3.4 Advertising Locations & Content**

The City seeks a vendor to sell advertisements to be placed on the Station Panels for the Hubway Bike Share System. One Station Panel is affixed to each Hubway Bike Share System station. Stations are proposed to be located as follows:

- Davis Square
- Davis Square East
- Union Square
- Beacon Street at Washington Street
- Conway Park / Somerville Ave
- Wilson Square
- City Hall
- Teele Square
- Ball Square
- Powderhouse Boulevard at Packard (Tufts)
- Powderhouse Circle
- Highland Avenue at Somerville Hospital

Please see Appendix C for Somerville System Map. System-wide maps are also available at [www.thehubway.com](http://www.thehubway.com)

#### **3.3.4.1 Disfavored Brands / Advertisers**

The City seeks to create a sustainable, healthy community for its residents and visitors. The City reserves the right to reject advertisers that do not meet the specifications of its advertising policy, attached as Appendix E.

#### **3.3.4.2 Competitors**

The City will not accept advertisers that are competitors of any sponsor(s) associated with a given station, as deemed by the Station Sponsors or the Title Sponsor(s).

#### **3.3.4.3 Right of First Refusal**

A Station Sponsor shall have the first right to purchase advertising on any stations for which it is the Station Sponsor.

#### **3.3.4.4 Removal of Inconsistent Advertising**

Upon request of the City, the Bidder shall promptly remove any advertisement which is not consistent with 3.3.4.1 and 3.3.4.2 above. The Bidder expressly understands that the City's approval of the location, content and design of advertisements on Somerville Stations shall be in addition to, and not in lieu of, any other permits, approvals, or other governmental authorizations. The Bidder shall be prepared to issue quarterly lists of advertisers applied around the System.

### **3.3.5 Conditions and Specifications**

The City will expand the system, as funding permits, by increasing the density of stations in the existing region, and by extending the area of coverage. The City, through the System Operator, will shut down the system in the winter and remove stations, for the months of December, January and February. The City reserves the right to extend the winter shutdown period into November or March, as weather dictates.

Stations will be located primarily on public property. Stations on public property are placed either in the street, usually replacing parking, or on wide sidewalks with ample space. Each station will have one Station Panel with two sides. The Hubway Bike Share System map will be placed on the panel side facing the bicycles. Advertisements may be placed on the side facing away from the bicycles. The System Operator will change the advertisements up to one time per operational quarter at no cost. Station Panels will not have lighting. The Station Panels may be located on either end of the station. The System Operator will place the Station Panel so as to maximize the number of people walking or driving who can see the side of the station panel with advertisements.

The printed advertisement, to be placed in each Station Panel, measures 96.52 cm (38.00”) wide and 144.50 cm (56.89”) tall. Ads must be printed on waterproof material with waterproof ink. The border on the glass is 1” at each edge. Please see Appendix A for dimensions and layout.

## **3.4 Contractor Responsibilities**

### **3.4.1 Permitting**

The awardee will be responsible for obtaining all necessary licenses and approvals and authorizations from relevant City, state, or federal departments, commissions and agencies at its own expense. These may include, by way of example only, the City’s historic commission or the Commonwealth of Massachusetts Outdoor Advertising Board. The contractor shall be fully responsible to apply for, pay for, pick up and post all permits notices required for the installation of advertisements herein prior to starting any work as well as complying with all zoning regulations. The city reserves the right to withhold payment until proof of permits notices are provided to the city as detailed in Section 3.11, Deliverables.

### **3.4.2 Selling Advertisements**

The awardee will be responsible for selling and placing of advertising on various station locations. The City reserves the right to place public information and/or public service messages on unsold locations, which will be removed and replaced immediately consistent with commitments to paid advertisers.

### **3.4.3 Installation**

The awardee will be responsible for printing advertisements, at its expense, and working with the System Operator to enable installation and maintenance of the station panel. The awardee may recover the fee for printing advertisements from the advertiser. If the awardee is not able to fill a location, the City requests that the panel be used for the purpose of displaying a city-provided PSA. The City will supply the design file and cover the costs to print the PSA, however the contractor will coordinate the printing. The awarded contractor shall work closely with the OSPCD Department POC to install such a PSA.

### **3.5 Period of Performance**

The contract resulting from this solicitation shall take effect upon execution and shall be coextensive with the term of the City's contract with the System Operator, which shall terminate on or about April 22, 2015.

### **3.6 Place of Performance**

All services, delivery and other required support shall be conducted with the City of Somerville locations designated by the OSPCD Department POC and at the contractor's facility(s). Meetings between the Vendor and City personnel shall be held at locations mutually agreed upon by both parties

### **3.7 City Hours of Operation**

The City's normal working hours are 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.

#### **3.7.1 Holidays**

2013 holidays are as followed.

Tuesday January 1	New Year's Day
Monday January 21	Martin Luther King Day
Monday February 18	Presidents' Day
Monday April 15	Patriots' Day
Monday May 27	Memorial Day
Monday June 17	Bunker Hill Day
Thursday July 4	Independence Day
Monday September 2	Labor Day
Monday October 14	Columbus Day
Monday November 11	Veterans' Day
Thursday November 28	Thanksgiving Day
Friday November 29	Thanksgiving Friday
Tuesday December 24	Christmas Eve (half day)
Wednesday December 25	Christmas Day

\*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

### **3.7.2 Inclement Weather Days**

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the City POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

### **3.8 Government Furnished Materials**

The City will not furnish any materials for the completion of the services.

### **3.9 Vendor Furnished Materials**

The awarded contractor will provide all personnel, equipment, tools, materials and supervision to perform all the tasks specified in Section 3.4.

### **3.10 Kickoff Meeting**

The awarded vendor shall attend a kickoff meeting with the Purchasing Department, OSPCD department POC and other designated representatives via at Somerville City Hall or through mutually agreed upon means (i.e. conference call, video conference). The kickoff meeting will take place within seven (7) business days after award of the contract. The purpose of this meeting is to review project milestones, contractual objectives and address any items pre-operation.

### **3.11 Deliverables:**

The Offeror shall consider the below items as deliverables per the SOW. All items noted within the table will be reviewed by the OSPCD Department's POC. The Vendor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of period inspections / reports conducted shall be documented in reports to the City. The Vendor shall follow through to assure that all City and Vendor identified defects or omissions in the contract requirements are corrected.

(SEE FOLLOWING PAGE FOR DELIVERABLE LIST)

**PROJECT TITLE: ADVERTISING SALES AND PLACEMENT SERVICES FOR THE HUBWAY BIKE SHARE SYSTEM**

<i>Objective</i>	<i>Required Service</i>	<i>Performance Standard</i>	<i>Method of Evaluation / Inspection</i>	<i>Timeline</i>
<b>3.4.1 Permitting</b>	Obtain all necessary licenses and approvals from relevant City, State, or Federal departments, commissions, and agencies (at own expense). For example: historic commission or state Outdoor Advertising Board.	Inform OSPCD Project Manager in writing on all permits and permit waivers.	OSPCD Project Manager to review checklist of any necessary permits.	Determine needs at kickoff discussion and reviewed periodically as needed
<b>3.4.2 Selling of Advertisements</b>	Sell advertisements in which City will collect revenue from advertisers. City will pay vendor agreed amount for a specified percentage of revenues once Minimum Annual Guarantee is reached.	Contractor to achieve at least 80% occupancy of advertisement frames; fill any unsold locations with public information (to be removed and replaced immediately consistent with commitments to paid advertisers.)	OSPCD Project Manager to review occupancy rate and sales report for all locations	Reports reviewed by OSPCD Project Manager on a monthly basis.
<b>3.4.3 Installation</b>	Print advertisements (at awardee's expense) and work with the Bikeshare System Operator to enable installation and maintenance of the advertisement.	Negotiate process with Bike Share System Operator and cc City PM	OSPCD Project Manager to review the maintained records of schedule of advertisement installations.  Physical inspection of various advertised locations	Reports reviewed by OSPCD Project Manager on a as needed basis.  Periodically

### **3.12 Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may at his/her sole discretion, to the right the vendor to remove any and vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department.

## **SECTION 4.0 PRICING**

### **4.1 Pricing**

The awarded contractor shall guarantee the City the following price structure:

- 4.1.1** The Contractor shall provide a Minimum Annual Guarantee (MAG) fixed amount to the City as described in Section 4.2.2 and on the below affixed table.

All pricing shall remain firm and fixed for the full term of the contract, including any renewals, extensions, etc. There shall be no price escalation or adjustment during the contract period of performance.

### **4.2 Payment Schedule, Operations and Considerations**

- 4.2.1** The MAG shall be paid to the City upfront (preferred) or on a negotiated frequency to be finalized during the kickoff meeting. The fixed fee will be due for the applicable contract year on or before the tenth (10<sup>th</sup>) day of each calendar month or partial calendar month from and after the commencement date. In the event the agreement begins on a date other than the first of the month, the minimum shall be prorated.
- 4.2.2** In the event that any contract term should be shorter than 12 months or in the event this agreement should terminate prior to the end of the term for reason other than a default on the part of the contractor and at a time other than the end of the year, then the MAG for the year in which the agreement does so terminate shall be prorated by multiplying the MAG for such year by a fraction, the numerator of which shall be the total days of the year which shall have elapsed at the date of termination and by the denominator of which shall be 365. The product thereof shall be the prorated MAG required of the Contractor for the year in which the termination occurs. The total revenues due to the City for that year shall be the greater of the prorated MAG thus computed or the gross revenue percentage fee which shall have accrued as of the last day of operation by the Contractor under this agreement.

As stated in Section 1.5, The City plans to award one contract to the responsive and responsible Offeror providing the highest Minimum Annual Guarantee (MAG) fee to the City in compliance with all project specific terms and conditions detailed in Section 3.0, Scope of Work (SOW). Preference will be given to the Contractor who offers an upfront MAG to the City. In the event of a tie between two Offerors with the same MAG, the City will award the contract to the qualifying vendor with the highest MAG paid up-front (i.e. within 30 days of a fully executed contract) and with the lowest percentage of gross revenue proposed.

#### 4.3 Pricing Table

In the following table please state your proposed MAG as a dollar amount. In addition please fill out either number 1 or 2 below the pricing table:

Year	Minimum Annual Guarantee (MAG)
1	\$
2	\$
3	\$

Please check mark either #1 or propose frequency in #2.

1. MAG TO BE PAID UPFRONT \_\_\_\_\_
2. MAG TO BE PAID ON PROPOSED FREQUENCY \_\_\_\_\_

NAME OF COMPANY / INDIVIDUAL: \_\_\_\_\_

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

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE/FAX/EMAIL: \_\_\_\_\_

SIGNATURE OF AUTHORIZED INDIVIDUAL:

\_\_\_\_\_

ACKNOWLEDGEMENT OF ADDENDUMS: Addendum #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_



## **SECTION 5.0 FORMS**

### **Required Form Submissions by Offeror**

1. Non Collusion & Tax Compliance
2. Certificate of Authority
2. Somerville Living Wage Ordinance
3. Signature Form
4. Vendor TIN Certification Form

### **Post Award**

1. Insurance Certificate
2. Certificate of Good Standing
3. W-9 Form (If new vendor)



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



## 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:** \_\_\_\_\_  
(Clerk or Secretary)

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

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



## **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 \_\_\_\_\_ “Living Wage” shall be deemed to be an hourly wage of no less than \_\_\_\_\_ 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.

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 \_\_\_\_\_ is \_\_\_\_\_ 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.

## SIGNATURE FORM

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

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

TELEPHONE #: \_\_\_\_\_ FAX # \_\_\_\_\_

DATE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

\_\_\_\_\_ TITLE: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

\_\_\_\_\_  
\_\_\_\_\_

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: \_\_\_\_\_

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: \_\_\_\_\_

THE PRESIDENT IS: \_\_\_\_\_

THE TREASURER IS: \_\_\_\_\_

THE CLERK/SECRETARY IS: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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



## CITY OF SOMERVILLE, MASSACHUSETTS

**JOSEPH A. CURTATONE**  
**MAYOR**

### Vendor Certification

The vendor certifies that it has provided the City of Somerville 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.

---

TIN

---

Signature

---

Printed Name of Person signing

---

Company

---

Date





## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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.**

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

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, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at: [www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://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.

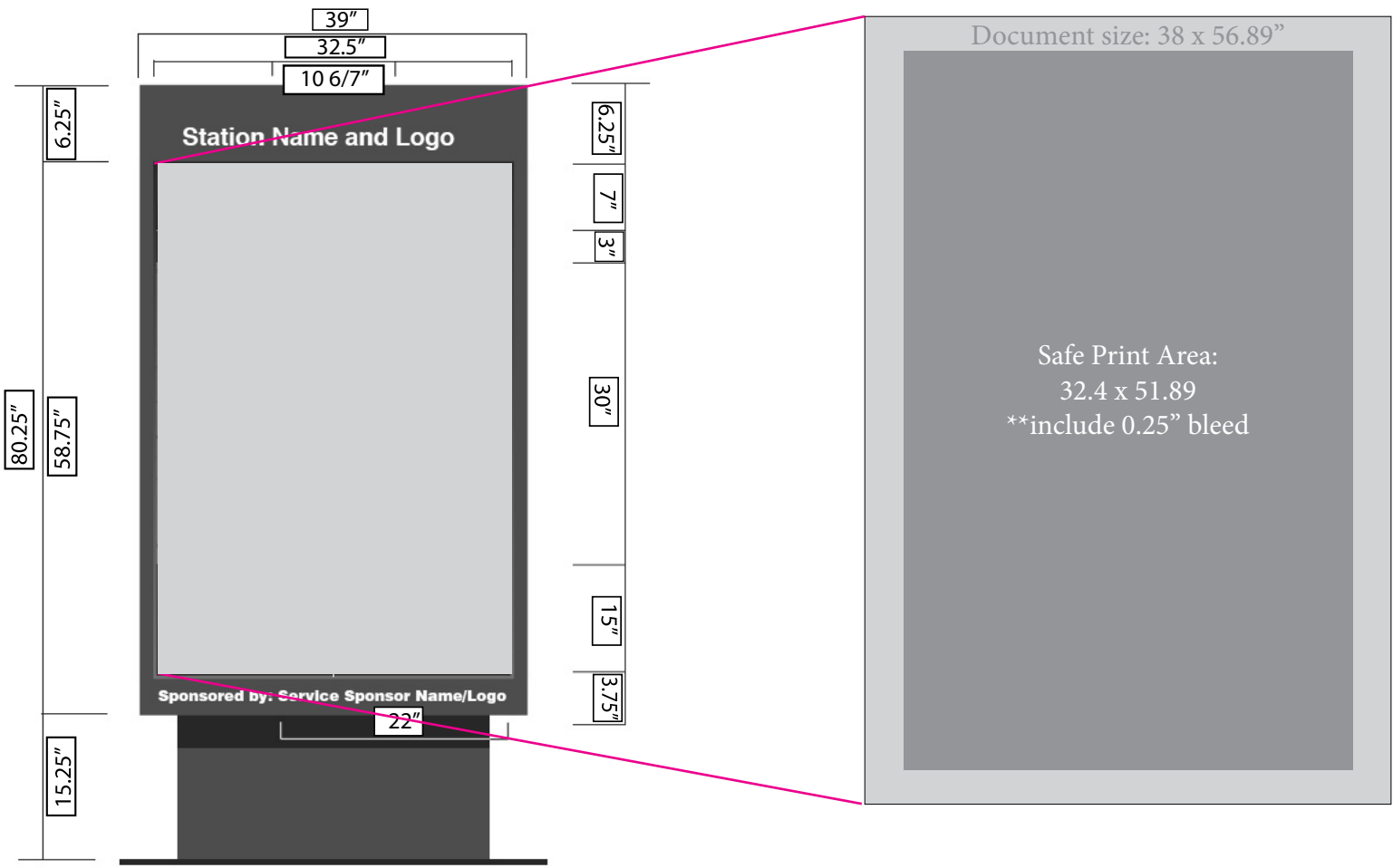
Thank You,

Purchasing Director

## **Appendix A**

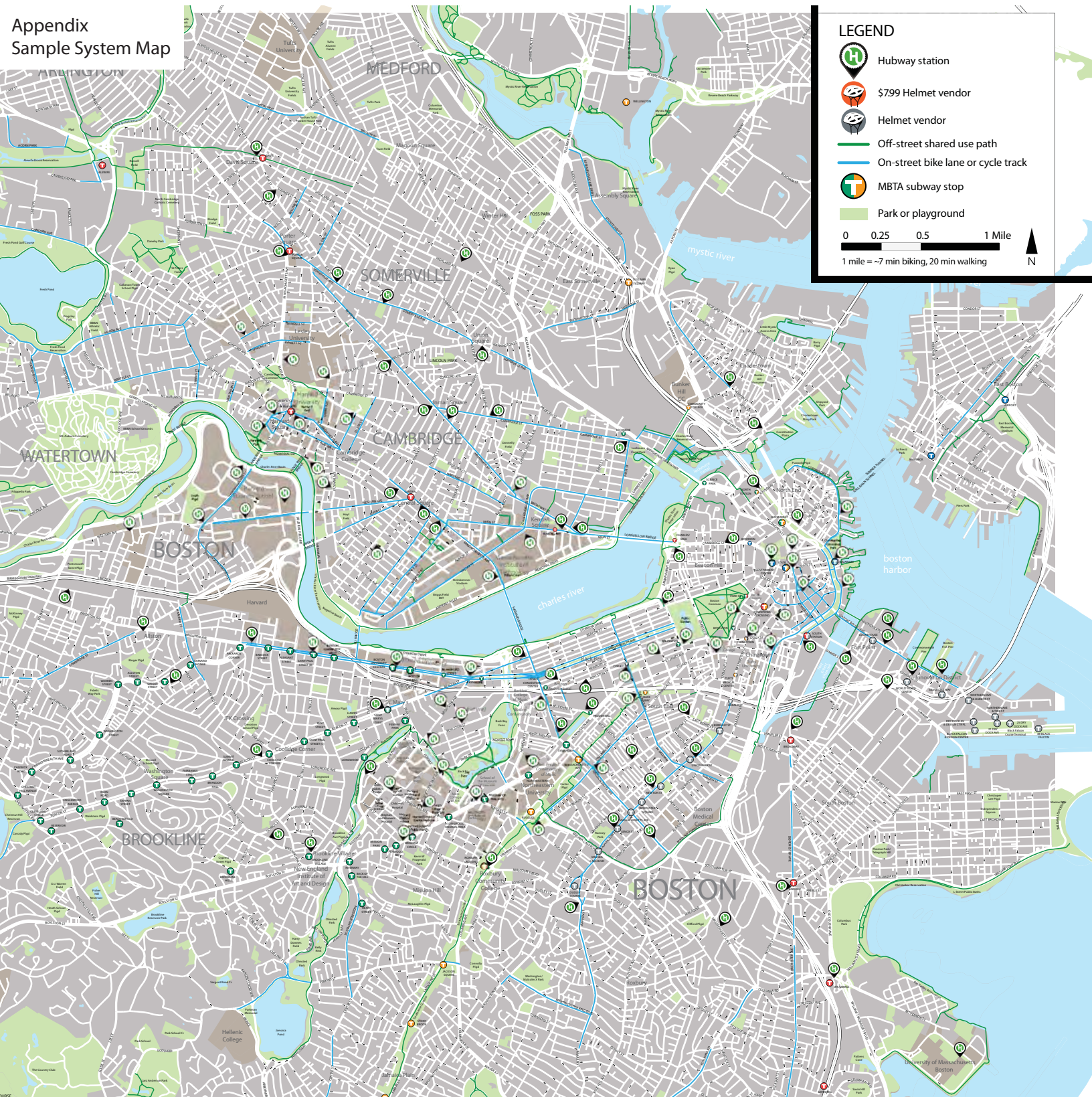
### **Display Frame Specifications**

# Map Frame Specs Gen 2, 3



**Appendix B**  
**Regional Location Map**

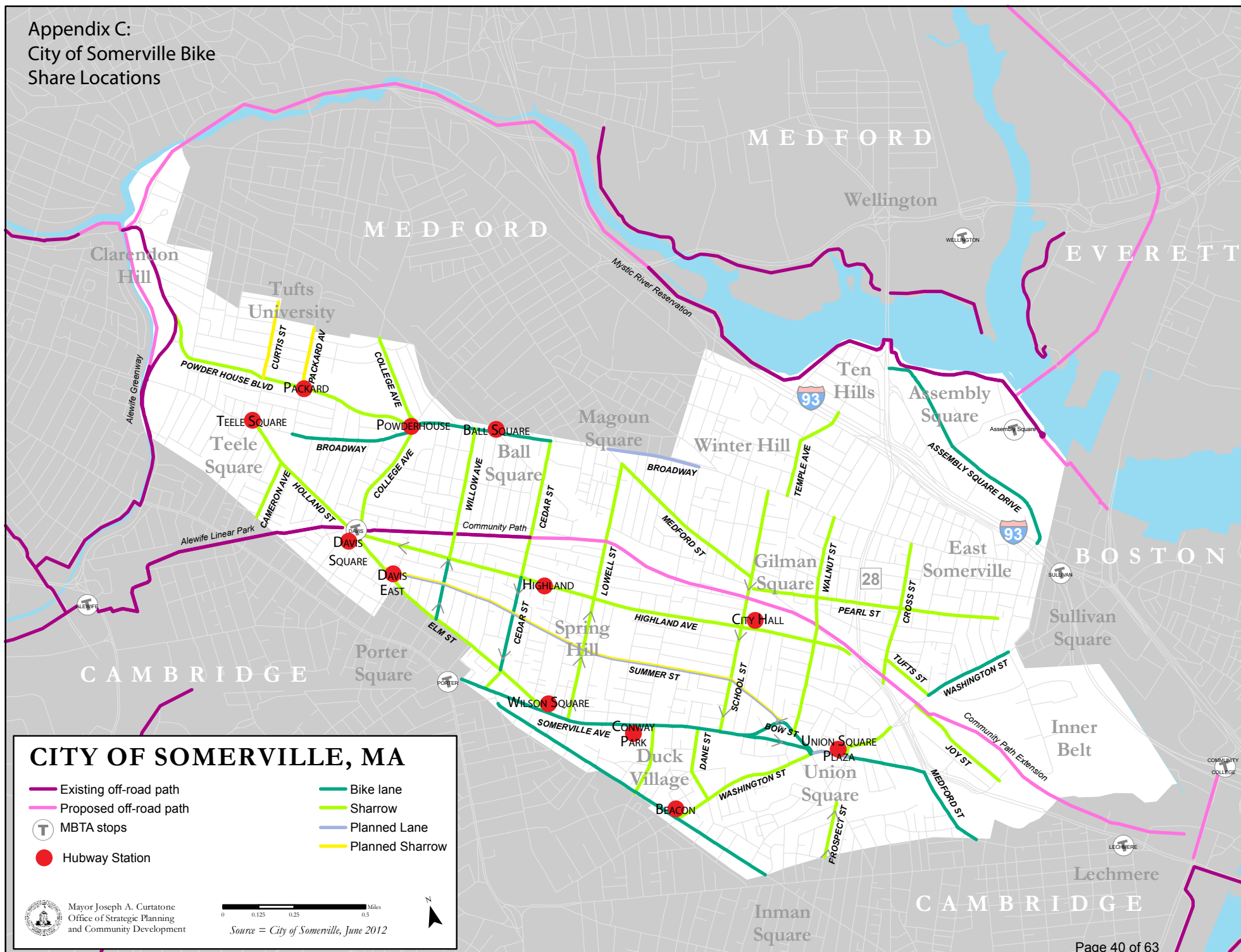
Appendix  
Sample System Map



**Appendix C**  
**Somerville Location Map**



Appendix C:  
City of Somerville Bike  
Share Locations





## **Appendix D**

### **Location Descriptions**

### City of Somerville Hubway Bike Share Stations: Location Descriptions

Location	Description	Size (Number of docks)
Davis Square	Located on Holland Street directly adjacent to MBTA station entrance and at MBTA bus stop (multiple major routes). Directly in center of city's busiest mixed use commercial hub; direct access to Tufts University.	25 Docks
Davis Square East	Located near Elm and Cutter Avenue, on east side of city's busiest commercial hub. Exposure to traffic traveling between Davis and Porter Squares. MBTA bus stop visible.	15 Docks
Union Square	Sited as landmark at notable city plaza with exposure to busy sidewalk as well as major thoroughfare Somerville Avenue. Directly adjacent to MBTA bus stop serving multiple routes.	19 Docks
Beacon Street at Washington Street	On Beacon Street, one of the city's busiest thoroughfares and a bicycling landmark reaching up to 300 cyclists per hour. Directly adjacent to several popular businesses drawing customers from both Somerville and Cambridge.	15 Docks
Conway Park, Somerville Avenue	Located on newly reconstructed feature wide sidewalk at busy city park, adjacent to Somerville Ave, between Union Square and Porter Square.	15 Docks
Wilson Square, Somerville Avenue	At intersection of major thoroughfares Somerville Avenue and Elm Street, between Union, and Porter / Davis Squares.	15 Docks
Somerville City Hall	Located on sidewalk directly adjacent to busy City Hall parking lot, City Hall, and Somerville High School.	15 Docks
Teele Square	On busy Holland Street in Teele Square commercial center. Bus route for both MBTA and Tufts shuttle.	15 Docks
Ball Square	On Broadway near busy hub of restaurants and coffeeshops, near Tufts campus	15 Docks
Powderhouse Boulevard at Packard (Tufts)	On Powderhouse on Tufts Campus.	15 Docks
Powderhouse Circle	Sidewalk at landmark Nathan Tufts Park, next to Broadway and across from Tufts campus and cluster of businesses.	15 Docks
Highland Avenue at Somerville Hospital	Located at Hospital, connecting with several MBTA bus routes.	15 Docks

**Appendix E**  
**Somerville Advertising Policy**

**CITY OF SOMERVILLE**  
**EXECUTIVE POLICY ON ADVERTISING ON CITY PROPERTY**

Policy No. \_\_\_\_  
Adopted: \_\_\_\_\_, 2013  
Distribution: All Departments

**I. Purpose**

The purpose of this policy (Policy) is for the City of Somerville to establish uniform, viewpoint-neutral standards under which commercial advertising will be permitted in city facilities or on city equipment or property.

In setting its advertising standards, the CITY seeks to fulfill the following goals and objectives:

- a. Encourage commercial advertising where appropriate, while maximizing revenue therefore;
- b. Maintaining the safe and orderly operation of the CITY including a safe and welcoming environment for all persons; and
- c. Avoiding the identification of the CITY with advertisements or the viewpoints of the advertisers.

**II. Application**

The CITY, acting by and through its Mayor, reserves the right, from time to time, to suspend, modify, or revoke the application of any or all of this Policy as it deems necessary to comply with legal requirements or to fulfill the goals and objectives referred to herein. All the provisions of this Policy shall be deemed severable.

**III. Authorized City Property**

Advertising is generally prohibited in city facilities or on city property except for the following:

- (a) Bike Share System (including bike equipment, station panels and kiosks);
- (b) Ice Skating Rinks (interior surfaces and signage);
- (c) Dilboy Field (scoreboard and signage);
- (d) Trum Field (scoreboard and signage);
- (e) City Website (limited to designated site pages).

The display of advertising on any authorized CITY property is subject to this Policy and all applicable federal, state, and local laws, ordinances, and regulations.

#### **IV. Disclaimer**

All advertisements on CITY property, or as authorized under any CITY contract, shall include the following language: “The views expressed in this advertisement do not necessarily reflect the views of the City of Somerville. This advertisement does not constitute an endorsement by the City of Somerville.”

#### **V. City of Somerville Advertisements and Notices**

The CITY has the unqualified right to display, on or in its facilities and properties, advertisements and notices that pertain to CITY functions, events, notices, or similar public purposes, consistent with the provisions of its agreement with any contractor.

#### **VI. Conditions for Approval**

Commercial advertising will be permitted under the following conditions:

- (a) A fee or other valuable consideration must be paid to the CITY.
- (b) Advertising is placed in an approved area or areas.
- (c) A signed agreement exists between the CITY and/or its contractor and the advertiser, which includes this Policy as an attachment and requires the following: (1) the contractor must comply with the advertising standards set forth in this Policy, as amended; (2) the contractor must display only those advertisements that are in compliance with this Policy; (3) the contractor must promptly remove any advertisements that are in violation of this policy upon written demand by the CITY; and (4) the contractor expressly agrees that any advertisement does not constitute an endorsement, recommendation or favoring of any product, service, process or organization by the City of Somerville. Any product or service referenced is the sole responsibility of the contractor and the City of Somerville makes no warranty and assumes no liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed.
- (d) The CITY retains approval of the advertising text, image, or display prior to any installation, such approval to be at the discretion of the appropriate CITY Department Head, Board, or Official consistent with this Policy. Such approval shall be in addition to, and not in lieu of, any other permits, approvals or other required governmental authorizations.

#### **VII. Advertising Standards**

- (a) Advertising on CITY property shall constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below.

- (b) **Prohibited Advertisements.** Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in CITY facilities or properties. The CITY shall not display or maintain any advertisement that falls within one or more of the following categories:
- 1) **Demeaning or disparaging.** The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, the CITY will determine whether a reasonably prudent person, knowledgeable of the CITY and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
  - 2) **Tobacco.** The advertisement promotes the sale or use of tobacco or tobacco-related products, including depicting such products.
  - 3) **Alcoholic Beverages.** The advertisement promotes the sale or use of alcohol or alcohol-related products, including depicting such products.
  - 4) **Profanity.** The advertisement contains profane language.
  - 5) **Firearms.** The advertisement contains an image of a firearm.
  - 6) **Violence.** The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
  - 7) **Unlawful goods or services.** The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
  - 8) **Unlawful conduct.** The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
  - 9) **Obscenity or Nudity.** The advertisement contains obscene material or images of nudity. For purposes of this Policy, the terms “obscene” and “nudity” shall have the meanings contained in Massachusetts General Laws Ch. 272, § 31.
  - 10) **Prurient sexual suggestiveness.** The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult,

applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex. For purposes of the Policy, the term “minor” shall have the meaning contained in Massachusetts General Laws Ch. 272, § 31.

- 11) Political campaign speech. The advertisement contains political campaign speech. For purposes of the Policy, the term “political campaign speech” is speech that (1) refers to a specific ballot question, initiative petition, or referendum, or (2) refers to any candidate for public office.
  - 12) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the CITY of any service, product, process, organization, or point of view, without prior written authorization of the CITY.
  - 13) False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.
  - 14) Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject the CITY to litigation.
  - 15) “Adult”- oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC- 17,” adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- (c) **Additional Advertising Standards for Certain City Facilities, Equipment or Properties**

Reserved for future use.

**Adopted:**

  
**Joseph A. Curtatone, Mayor**

**Date: February 5, 2013**

**Appendix F**  
**Sample Contract**



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

Contract No.:

Contract Amount: \$

P.O. No.:

P.O. Amount: \$

Bid No.:

Contract Period: to

Contract For: Description Of Supplies/Services

Vendor: Vendor Name  
Vendor Address  
town, state zip  
phone

**ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.**

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

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

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

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

**WHEREAS**, the Vendor was found to be the lowest responsive and responsible Vendor (See Appendix B – Proposal Page) attached and made a part hereto); and  
**NOW THEREFORE**, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**ARTICLE I. VENDOR'S SERVICES/SUPPLIES**

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

Contractor must comply with the advertising standards set forth in the CITY OF SOMERVILLE EXECUTIVE POLICY ON ADVERTISING ON CITY PROPERTY (Policy), as amended; (2) the contractor must display only those advertisements

that are in compliance with this Policy; (3) the contractor must promptly remove any advertisements that are in violation of this policy upon written demand by the CITY; and (4) the contractor expressly agrees that any advertisement does not constitute an endorsement, recommendation or favoring of any product, service, process or organization by the City of Somerville. Any product or service referenced is the sole responsibility of the contractor and the City of Somerville makes no warranty and assumes no liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed.

The CITY retains approval of the advertising text, image, or display prior to any installation, such approval to be at the discretion of the appropriate CITY Department Head, Board, or Official consistent with this Policy. Such approval shall be in addition to, and not in lieu of, any other permits, approvals or other required governmental authorizations.

## **ARTICLE II. TERM AND/OR DELIVERY**

### **A. Term.**

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by insert completion date (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

### **B. Delivery (Applicable to Supplies Only).**

1. The Supplies are to be delivered F.O.B. to:
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract

amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

### **ARTICLE III. PRICE AND/OR COMPENSATION**

#### **A. Price (Applicable To Supplies Only).**

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in **Appendix C**, attached and made a part hereto.

#### **B. Payments.**

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$\_\_\_\_\_ for Services rendered and/or Supplies received as specified in **Appendix C**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.
3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

#### **C. Invoicing.**

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

#### **ARTICLE IV. DEFAULT; TERMINATION; REMEDIES**

##### **A. Events of Default.**

The following shall constitute events of default under this Contract:

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

Supplies that were properly rejected by the City as erroneous or unsatisfactory,

- (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
  - (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

**B. Termination Upon Default.**

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

**C. Termination For Convenience.**

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

**D. Obligations Upon Termination.**

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

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

**E. Rights and Remedies.**

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

**ARTICLE V. INSURANCE**

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

#### **ARTICLE VI. GENERAL PROVISIONS**

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **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: vendor's fax
  - 2. To the City addressed to:  
Purchasing Director, Somerville City Hall, 93 Highland Avenue,

Somerville, MA 02143, Fax # 617-625-1344

with a copy to:

1. City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143;  
Fax No. (617) 776-8847.

2. Department Head, Department, Address, Fax #

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

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

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

Appendix A – Certificate of Good Standing, Certificate of Authority

Appendix B - Notice to Proposers/Copy of Advertisement

Appendix C – Price Proposal Page

Appendix D – Scope of Services

Appendix E – Insurance

Appendix F – Somerville Living Wage Form

Appendix G – Additional Terms and Conditions

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

## **ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR**

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

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: \_\_\_\_\_, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: \_\_\_\_\_ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # \_\_\_\_\_ **TIN**. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

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

**ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)**

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



- C. The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix  D .

**ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)**

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

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

**CITY OF SOMERVILLE**

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

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  
City Solicitor

**VENDOR**

vendor name.

X \_\_\_\_\_

Signature of Authorized Agent of Vendor

agent name  
Printed Name of Authorized Agent of

agent title  
Title of Authorized Agent of Vendor

vendor address  
Street Address of Vendor

city, state, zip  
City, State and Zip

TIN  
Tax ID #

**FOR CORPORATIONS ONLY:**

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

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

clerk name  
Print or Type Clerk's Name