

**CITY OF SOMERVILLE
SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR
PEST CONTROL PROGRAM
Bid No. 14-52**

Enclosed you will find an invitation to bid for: A Residential Property Rodent Control Program (exterior only) for the City of Somerville. Contract is for 1 year, from 02/01/2014 through 01/31/2015, with two (2), one-year options to renew.

When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the Bid number above and write **“Residential Property Rodent Control”** on the bid envelope.

BIDS SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.**
- 2) "Signature Form" complete when submitting your bid.**
- 3) Tax Compliance/Non Collusion Form**
- 4) Certificate of Signature Authority**
- 5) Somerville Living Wage Form**
- 6) Quality Requirements**
- 7) Bid Pricing Page**

NOTE: If Vendor is incorporated an updated “CERTIFICATE OF GOOD STANDING” from the Secretary of State of the Commonwealth of Massachusetts will be needed for the awarded vendor only. Bidders that already possess a current Certificate of Good Standing are strongly encouraged, though not required, to include a copy of this certificate in their bid submissions.

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

Your cooperation is greatly appreciated.

NOTICE TO BIDDERS
BID # 14-52

All bids must be in accordance with terms and conditions set forth herein as stated.

- SECTION A. Sealed bids for: **A Residential Property Rodent Control Assistance Program** from **02/01/2014 through 01/31/2015**, with two (2), one-year options to renew. The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **Thursday, January 9, 2014 at 11:00 A.M.**
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Wednesday, December 18, 2013.**
- SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid for Residential Property Rodent Control - Bid No: 14-52."**
- SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing." See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F. Living Wage - see specifications
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
- SECTION I. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days of receipt of contract.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ E-mail: _____

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" (Form #2) 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. **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 Purchasing Director. Correction or modifications must be sealed when submitted.
5. **SAMPLES**
The qualified low bidder will be required to submit samples upon request of the Purchasing Director. Acceptable samples will be a determining factor in the vendor selection process.
6. **FINANCIAL AND OPERATIONAL INFORMATION**
By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.
7. **PAYMENT**
The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.
8. **DOCUMENTATION**
Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.
10. **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.

City of Somerville

INVITATION FOR BIDS:

Residential Property Rodent Control Assistance Program – Exterior Only Bid no. 14-52

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

Bid Delivery

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

Bids must be delivered by **11:00 A.M. on Thursday, January 9, 2014.**

One copy of the bid should be submitted. Bids must be sealed and marked as follows: **“Bid for Residential Property Rodent Control” Bid No. 14-52.**

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder 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.

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.)

Bonding Requirements

N/A

Prevailing Wage Requirements

The Prevailing Wage Law do not apply to this contract.

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed or faxed to all Bidders on record as having picked up the solicitation. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the bid documents by the Bidders without written authorization and/or an addendum from the Purchasing Department.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: Michael Richards, Procurement Analyst, City of Somerville, 93 Highland Avenue, Somerville, MA 02143 **before 4:30 P.M. on Thursday, January 2, 2014**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to mrichards@somervillema.gov. Written responses will be communicated to all prospective bidders who have notified Purchasing of their interest in this bid, as well as posted on the City of Somerville's Purchasing web page as noted above.

If any Bidders or proposers contact anyone outside of Purchasing, for information about this proposal, the bid/proposal will be disqualified from the bidding process.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder 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 IFB.

After the bid opening, a bidder 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.

Right to Cancel/Reject Bids

The City of Somerville may cancel this IFB, 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.

Bid Prices to Remain Firm

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

Unbalanced Bids

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

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.

II. PURCHASE DESCRIPTION/SCOPE OF SERVICES

Contract Term Length and Renewal Options

The contract will remain in effect from **02/01/2014 through 01/31/2014**, with two (2), one-year options to renew. The renewal options will be determined at the discretion of the Purchasing Director.

Price Submission

All prices must contain a unit rate, if applicable, and a total contract price as requested on the bid price form in this IFB.

Estimated Quantities

The City of Somerville has provided estimated quantities for items over the course of the next year. These estimates are estimates only and not guaranteed.

Brand Name "Or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Warranty

The bidder 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.

The bidder 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.

The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

Performance Standards

The vendor selected must be able to meet the performance requirements as detailed in the specifications. The vendor must be certified by the Commonwealth of Massachusetts. Each individual performing

services to the City of Somerville must be certified annually per Massachusetts State Code, Category 41-General Pest Control.

Delivery Terms

The response time for other than routine maintenance shall be within 24 hours. Emergency response time shall be four (4) hours or less.

Description of Services

A comprehensive Integrated Pest Control Program for the City of Somerville. indoor and outdoor baiting and pest management.

Invoicing

The Vendor will mail an invoice to the ordering department after completion of the service and be authorized by a work order. All Invoice submissions must include a Vendor Work Order which was signed by the City's designated project manager and/or point of contact for this project or his designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

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.

Residential Property Rodent Control Assistance

Scope of Services

It is the intent of this bid to provide inspection and rodent control treatment assistance to residential properties (exterior only) in an effort to expand rodent control efforts in the City of Somerville, MA. The City is offering this residential rodent control assistance program as part of the City's broader Integrated Pest Management Program (IPM) for long-term pest suppression. As part of this process, surveillance and the interpretation of data will provide estimates of the pest population in a given area. This monitoring allows accurate decisions to be made on when intervention measures are needed, the type of control measure selected, and the method of application in a certain area.

The Health Division of Inspectional Services (ISD) will complete an initial exterior inspection of residential properties whose owners have requested assistance to determine if there is any evidence of rodent activity. If evidence is found, the Health Division of ISD will contact the Contractor to schedule a further inspection and treatment at the property. The Contractor shall contact the property owner within seventy-two (72) hours to schedule an appointment for a subsequent inspection and treatment. The Contractor will also conduct at least one re-inspection of any treatment site within thirty (30) days or on a mutually agreed upon schedule with the City, dependent on the type of extermination service provided.

The Contractor shall furnish all labor, materials, and equipment to implement the selected and appropriate method of abatement: baiting, trapping, and/or tracking powder application. The Contractor shall also make detailed, site-specific written recommendations to property owners for structural and procedural modifications to achieve long-term pest suppression. The Contractor shall also provide residents with safety precautions related to the rodent control treatment(s) on the property.

The contract resulting from this bid is for a period of one year with two one-year options to renew. This option to renew is at the discretion of the Purchasing Director.

The Contractor will invoice ISD in a timely fashion, at the end of each month that the service is provided. Bills submitted later than two (2) months after service will not be paid.

Bidder Qualifications

The Contractor must be certified by the Commonwealth of Massachusetts. Each individual performing service to the City of Somerville must be certified annually per Massachusetts State Code, Category 41-General Pest Control. A supervisor must be available to perform service to the City of Somerville who has held such certification for a minimum of five (5) years.

The Vendor must have a minimum of five (5) years of experience in providing professional Integrated Pest Management Services either to a municipality or an institution with a large campus such as a university.

Material Use

Chemicals and other material must be approved by the responsible agencies of the Commonwealth of Massachusetts and the Federal Government. The Contractor must have on file Material Data Sheets of products and materials used in providing services.

Insurance

The Contractor shall maintain insurance as instructed in the attached informational form.

References

Each bidder is required to supply three (3) references of current customers for whom a similar scope of services are being provided. The City reserves the right to contact the listed references. A recommended format for submitted references is provided in the attached forms. Bidders may use a different format as long as the required reference check information is provided.

Living Wage Ordinance

The Contractor will be required to comply with the City of Somerville Living Wage Ordinance. A compliance form is included in the bid package and must be signed and returned with bid.

Specifications

Personnel

Staffing

- A. The Contractor must have at least two (2) service technicians, each of whom are certified in Massachusetts as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural and Health Related Pest Control with a minimum of sub-categories to include State Code 41, General Pest Control and at least three (3) years of experience. The contractor must have a supervisor who has held same certification for at least five (5) years. The contractor must provide the City copies of all certifications to perform rodent control services as specified in this contract. All applicators shall have specific training and experience in commercial rodent control and integrated pest management.
- B. All service providers must be uniformed and have a photo identification. The uniform shall have the Contractor's name easily identifiable, affixed thereon in permanent or semi-permanent manner.

Equipment

In addition to the above referenced labor and materials, all Contractors' vehicles must be marked with the Company Logo.

The Contractor shall observe all safety precautions throughout the performance of this contract. Additional personal protective equipment required for the safe performance of work must be determined and provided by the Contractor. Protective clothing, equipment, and devices shall at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor must be identified in accordance with state and local regulations.

Pesticide Products and Use

The Contractor shall be responsible for the proper use of pesticides. All pesticides used by the Contractor must be registered with the EPA, State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, local laws and regulations. The environment and the public shall be protected at all times.

The Contractor shall minimize the use of synthetic organic pesticides wherever possible.

Pests Included and Excluded

The IPM Program specified by this contract is intended to suppress the population of rats.

All pests other than commensal rodents are excluded from this contract.

Recordkeeping and Reporting

The Contractor shall be responsible for maintaining a complete and accurate pest management log. The log shall contain an entry for each property treated, the dates for treatment and re-inspection(s), the details of services rendered, and recommendations given to property owner. The Contractor shall submit an electronic copy (in Microsoft Excel or CSV file format) of the pest management log with the Contractor's monthly invoice.

Samples

The Contractor shall include as part of submission materials safety precautions and any educational materials on rodent control. The samples shall be submitted in an electronic format like Microsoft Word or Adobe PDF.

Special Requests and Emergency Service

The regular service shall consist of performing all components of a rodent control program as described in this specification during the period of the contract. Occasional requests for corrective action, special services beyond the routine requests or emergency service, may be placed with the Contractor. The Contractor shall respond to request for emergency service on the day of the request within four (4) hours or less.

III. QUALITY REQUIREMENTS

Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:

	Yes	No
Does the Vendor have five (5) or more years of experience in providing professional Integrated Pest Management Services either to a municipality or an institution with a large campus such as a university?		
Is the Vendor certified by the Commonwealth of Massachusetts for Pest Control?		
Will the individuals performing services for the City of Somerville be certified annually per the Massachusetts State Code, Category 41-General Pest Control?		
Will the Vendor use chemicals and materials approved by the responsible agencies of the Commonwealth of Massachusetts and the Federal Government, and have on file Material Data Sheets of products and materials used in providing services?		
Is the vendor able to provide the requested personnel, in the specifications, with the required credentials?		
Does the vendor meet the specifications that all personnel be provided uniforms and carry photo identification?		
Are all the vendor's vehicles marked with the company logo?		
Is the vendor able to meet all the service specifications required within this bid document?		
Does the vendor have the ability to maintain a complete and accurate pest management log, per building, as specified?		
<u>Optional:</u> Vendor: are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

IV. REFERENCES
REFERENCE FORM

Bidder:_____

IFB Title: Integrated Pest Management Program

Bidder must provide references for: **three current customers for whom a similar scope of services are being provided.**

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Fax:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Fax:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Fax:_____

Description and date(s) of supplies or services provided:_____

V. RULE FOR AWARD

One contract will be awarded to the responsible and eligible bidder offering the lowest total bid price for the one-year contract and potential, optional extensions for up to two additional years.

VI. BID PRICING SHEET

Please quote on the following items. Prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the services listed below. Prices are to remain the same for the entire contract period.

Quantity of demand for this contractual service is not known at this time but the City estimates it could be up to 2,000 properties in the contract year.

<u>Residential Property Rodent Control Assistance Program</u>	<u>Estimated Quantity</u>	<u>Unit Price per Property</u>	<u>Subtotals per Item 2/1/2014 – 1/31/2015</u>	<u>Opt Year 1 2/1/2015 – 1/31/2016</u>	<u>Opt Year 2 2/1/2016 – 1/31/2017</u>
1. <u>Exterior Residential Property Evaluation, Treatment, and Re- inspection**</u>	<u>Up to 2,000</u>				
<u>Total Fee for 12-Month Contract:</u>					

**Unit Price for item No.1 shall be an average price per treatment across all treatment types including, baiting, trapping, and dusting, per scope of services. Unit Price shall include one evaluation, treatment, retrieval and follow-up inspection.

Name of Company: _____

Company Address: _____

Submitted By: _____ Title: _____

Signature: _____

Phone: _____ Fax: _____

Date: _____ Email: _____

Contract Award:

The contract will be awarded to the lowest responsive and responsible vendor offering the best contract price.

Signature: _____

Name and Title: _____

Company: _____

Telephone # _____ Fax #: _____

Date: _____

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

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

V. FORMS

Required Form Submissions by Offeror

1. Quality Requirements
2. Certificate of Non Collusion & Affidavit Tax Compliance
3. Certificate of Signature Authority (for corporations and LLCs)
4. Somerville Living Wage Ordinance (does not apply to sole proprietors)
5. Reference Form
6. Vendor TIN Certification Form

Post Award

1. Insurance Certificate (professional liability)
2. Certificate of Good Standing (for corporations)
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 (Limited Liability Companies Only)

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

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:** _____

Printed Name: _____

Printed Title: _____

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 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

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

Form:____
Contract Number:_____

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor:_____

Date: _____

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.



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. PROFESSIONAL LIABILITY.....\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFITS
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 during the life of this contract, your insurance expires; you shall be responsible to submit a new certificate(s) covering the period of the contract. No Payment shall be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE IN 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 in Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.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 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 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 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