

**SOLICITATION FOR:**  
**VARIOUS EXCURSIONS FOR**  
**COUNCIL ON AGING'S CONSTITUENTS**  
**IFB #14-65**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASED:**  
**February 12, 2014**

**DUE BY:**  
**February 27, 2014 11:30AM EST**

**DELIVER TO:**  
  
**City of Somerville**  
**Purchasing Department**  
**Attn: Michael Richards**  
**93 Highland Avenue**  
**Somerville, MA 02143**

<b>SECTION 1.0</b>	<b>4</b>
<b>GENERAL INFORMATION ON BID PROCESS</b>	<b>4</b>
1.1 GENERAL	4
1.2 BIDDING SCHEDULE	4
1.4 QUESTIONS ABOUT THE SOLICITATION	5
<b>SECTION 2.0</b>	<b>6</b>
<b>SPECIFICATIONS/SCOPE OF SERVICES</b>	<b>6</b>
2.4 QUALITY REQUIREMENTS	9
2.5 PERIOD OF PERFORMANCE	9
2.6 PLACE OF PERFORMANCE	9
2.7 VENDOR CONDUCT	9
2.8 VENDOR PERSONNEL	10
2.9 CONFIDENTIALITY	10
2.10 GOVERNMENT FURNISHED MATERIALS	10
2.11 CONTRACTOR FURNISHED MATERIALS	10
2.12 QUALITY CONTROL NOT APPLICABLE	10
<b>SECTION 3.0</b>	<b>11</b>
<b>RULE FOR AWARD</b>	<b>11</b>
<b>SECTION 4.0</b>	<b>12</b>
<b>PRICING</b>	<b>12</b>
<b>SECTION 5.0</b>	<b>14</b>
<b>FORMS</b>	<b>14</b>
BIDDERS CHECKLIST	15
<b>SECTION 6.0</b>	<b>16</b>
<b>INSTRUCTIONS TO OFFEROR</b>	<b>16</b>
6.1 GENERAL INFORMATION & SUBMISSION INSTRUCTIONS	16
6.2 HOURS OF OPERATION	16
6.3 CHANGES & ADDENDA	17
6.4 MODIFICATION OR WITHDRAWAL OF BIDS, MISTAKES, AND MINOR INFORMALITIES	17
6.5 RIGHT TO CANCEL/REJECT BIDS	17
6.6 BID PRICES TO REMAIN FIRM	17
6.7 UNBALANCED BIDS	18
6.8 UNFORESEEN OFFICE CLOSURE	18
6.9 PRICE SUBMISSION	18
6.10 ESTIMATED QUANTITIES	18
6.11 BRAND NAME "OR EQUAL"	18
6.12 WARRANTY	18
6.13 CONTRACT TERM LENGTH	18
6.14 INVOICING	18

6.15 ELECTRONIC FUNDS TRANSFER (EFT) .....	19
6.16 CANCELLATION .....	19
<b>SECTION 7.0.....</b>	<b>20</b>
<b>GENERAL TERMS &amp; CONDITIONS.....</b>	<b>20</b>
7.1 TAXES .....	20
7.2 FREIGHT ON BOARD (FOB) .....	20
7.3 UNIT PRICE .....	20
7.4 PRICE REDUCTION .....	20
7.5 GUARANTEES .....	20
7.6 INDEMNIFICATION .....	20
7.7 INSURANCE .....	20
7.8 INDEPENDENT CONTRACTOR .....	21
7.9 COMPLETE AGREEMENT .....	21
7.10 ASSIGNMENT.....	21
7.11 SUBCONTRACTORS .....	21
7.12 GOVERNING LAW .....	21
7.13 ENFORCEABILITY .....	21
7.14 CONFLICT OF INTEREST .....	21
7.15 TERMINATION .....	22
7.16 DISCRIMINATION.....	23
7.17 WITHDRAWAL OR MODIFICATION OF BID RESPONSE.....	23
7.18 SAMPLES .....	23
7.19 FINANCIAL AND OPERATIONAL INFORMATION .....	23
7.20 PAYMENT .....	23
7.21 EXTENSION OF CONTRACT.....	23
7.22 LAWS AND REGULATIONS .....	23
7.23 SALES TAX EXEMPTION.....	23
<b>APPENDIX A .....</b>	<b>25</b>
<b>PAST PERFORMANCE / REFERENCE SHEET .....</b>	<b>25</b>
<b>REFERENCE FORM .....</b>	<b>26</b>
<b>APPENDIX B .....</b>	<b>0</b>
<b>SAMPLE CONTRACT .....</b>	<b>0</b>

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

**BIDDING INSTRUCTIONS FOR  
VARIOUS EXCURSIONS FOR COUNCIL ON AGING'S CONSTITUENTS  
Bid No. IFB 14-65**

**Enclosed you will find an invitation to bid for:** Various Excursions

**SECTION 1.0  
GENERAL INFORMATION ON BID PROCESS**

**1.1 General**

- When submitting a bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143.**

- Bids submitted must be an original.
- A complete packet will consist of all pages and forms in **Sections 2.0, 3.0, 4.0, 5.0 and appendices**. Bidders may keep sections 1.0, 6.0, and 7.0 as a reference.
- When submitting bid documents, please retain the order of documents as originally provided in the Bidders Checklist.
- Please review and return your sealed bids to Somerville City Hall. Be sure that all forms are complete and that your bid response is submitted as requested. Use the attached Bidders Checklist to ensure bid documents are complete.

***NOTE: A complete bid consists of all documents listed in Sections 2.0, 3.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.***

**1.2 Bidding Schedule**

**Key dates for this Invitation for Bid:**

IFB Issued

February 12, 2014

Deadline for Submitting Questions to IFB	February 19, 2014 – 4:30 P.M.
Bids Due and Opened	February 27, 2014 – 11:30 A.M.
Anticipated Contract Award	March, 2014
Anticipated Contract Start	March, 2014
Anticipated Contract Completion	February, 2015

Responses must be delivered by **February 27, 2014 at 11:30AM EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143.

### **1.3 Pre-Bid Conference / Meeting**

Not applicable

### **1.4 Questions About the Solicitation**

Questions concerning this solicitation must be submitted in writing to: Michael Richards, Contract Manager, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before February 12, 2014 @ 4:30pm EST**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mrichards@somervillema.gov](mailto:mrichards@somervillema.gov). Written responses will be mailed or faxed to all bidders on record as having picked up the IFB. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

## **SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES**

### **2.1 Background**

The City of Somerville, Council on Aging (COA), is seeking a qualified Contractor to provide complete chartered bus services that include various excursion packages. The services will provide the City's senior constituents exciting opportunities for various recreational activities within the New England area. The goal and end result from successful completion of this contract is the consistent participant satisfaction of the provided service.

### **2.2 Scope of Work**

The COA requires contractor support to provide and manage all aspects of a travel excursion including: motor coach service, occasional narration of tours, logistics, planning of packages and communications. The contract will be a Firm Fixed Price (FFP) per person for each excursion in which the Offeror shall submit pricing per each contract line item that they can fulfill. The Offeror will provide all personnel, equipment, materials, supervision and all other items to perform requirements listed below. The solicitation may result in multiple contracts.

### **2.3 Specifications / Requirements**

The following items are considered specific requirements for the successful completion of this contract.

- Motor coaches must be able to pick-up passengers at either of the two (or both) offices in Somerville, MA 02143. Exact location to be determined with project manager.
- The Contractor will be required to accommodate and provide handicap accessibility as required.
- The vendor must provide clean and functional buses: i.e. DOD working – microphone, clean toilets, accessories in bathrooms such as toilet paper and sanitizer. The motor coach drivers must be able to store handicap equipment under the buses, such as walkers, wheelchairs, etc. The City reserves the right to inspect the maintenance records of the motor coaches if there is concern over safety.
- The motor coach drivers will not use cell phones while driving, briefly contacting the office is acceptable.
- All trips will be based upon approximately 35 people attending. At least one member from the Council on Aging will be on each trip.
- Motor coach drivers must be courteous and respectful of the public and work harmoniously with Council on Aging personnel.
- Motor coach drivers must possess a valid state of Massachusetts commercial driver's license.
- Some motor coach drivers may be asked to narrate tours. The COA will provide advanced notice of what trips may require narration.

## **DAY TRIPS**

### **2.3.13 Trip #1 – Mohegan Sun with Debbie Reynolds**

**Date** – April 15, 2014

**Package includes** – Show tickets and gaming package (with and without show tickets)

**Luggage Handling** – Included

**Meals** – None

**Touring Highlights** – None

### **2.3.2 Trip #2 – Fall Foliage Day Trip**

**Date** – October, 2014

**Location** – New England day trip, location at vendor's discretion

**Package include** – transportation and touring

**Luggage Handling** – Included

**Meals** – None

**Touring Highlights** – None

### **2.3.3 Trip #3 – North Shore Acapella at Lake Pearl Luciano's, Wrentham, MA**

**Date** – May 21, 2014

**Package includes** – show tickets and lunch

**Meals** – Lunch

### **2.3.4 Trip #4 – The Temptations at Venus de Milo, Swansea, MA**

**Date** – June 12, 2014

**Package includes** – show tickets and lunch

**Meals** – lunch

### **2.3.5 Trip #5 – Straight Lace at Danversport Yacht Club, Danvers, MA**

**Date** – July 23, 2014

**Package includes** – show tickets and lunch

**Meals** – lunch

### **2.3.6 Trip #6 – New England Goes Country at Danversport Yacht Club, Danvers, MA**

**Date** – September 18, 2014

**Package includes** – Show and lunch

**Meals** – lunch

### **2.3.7 Trip #7 – Joey Vincent, Comedy Singer, at Lantana’s Function Facility, Randolph, MA**

**Date** – October 21, 2014

**Package includes** – lunch and show

**Meals** – lunch

### **2.3.8 Trip #8 – Alternative trip(s), listed as alternates**

Offeror may propose additional trips that could be offered to the Somerville Council on Aging. Past trip examples include Boston theater, murder mystery show, and Regal theater

**Date** – misc. dates

**Package includes** – show tickets and dinner or lunch

**Meals** – upon availability

## **OVERNIGHT TRIPS**

### **2.3.9 Trip #9 – Pennsylvania Dutch Tour featuring ‘Moses’, Lancaster, PA**

Tour of back country, Amish farms, kitchen kettle shopping, cannery, Mrs. Lapps’ store.

**Date** – April, 2014

**Package includes** – touring and show tickets

**Length of trip** – 2 days/ 1 night

**Lodging** – 2 nights

**Luggage Handling** – Included

**Meals** – 2 dinners, 2 breakfasts

**Touring Highlights** – tour of the Amish country side

### **2.3.10 Trip #10 – Cabbage Island Lobster Bake and Boothbay Harbor, ME**

**Date** – anytime July thru October

**Length of trip** – 2 days, 1 night

**Package includes** – lodging, meals, and tour

**Luggage Handling** – Included

**Meals** – 1 dinner, 1 breakfast

**Touring Highlights** – none

### **2.3.11 Trip #11 – Atlantic City, NJ**

**Date** – September or October 2014

**Length of trip** – 4 days, 3 nights

**Package includes** – Gaming package, food bonus, and a show if available

**Luggage Handling** – Included

**Meals** – 1 dinner, 1 breakfast

**Touring Highlights** – none



### **2.3.12 Trip #12 – Washington, DC**

**Date** – October 30 – November 2, 2014

**Length of trip** – 3 nights lodging

**Package includes** – lodging, meals, dinner theater, and touring of Washington

**Luggage Handling** – Included

**Meals** – 2 dinners, 1 lunch, 3 breakfasts, including a dinner theater

**Touring Highlights** – typical Washington tours

### **2.3.13 Trip #13 – Branson, MO**

**Date** – November 8 – 15, 2014

**Package includes** – lodging, meals, and 5 shows

**Luggage Handling** – Included

**Meals** – 7 breakfasts and 7 dinners

**Touring Highlights** – none

## **2.4 Quality Requirements**

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. Please complete the Quality Requirements form in Section 5.0 and submit it with your completed bid. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A “No Response” to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

## **2.5 Period of Performance**

The period of performance for this contract is one (1) year beginning on March 1, 2014 and ending on February 28, 2015.

## **2.6 Place of Performance**

All services, delivery and other required support shall be conducted at various locations throughout New England listed in the Scope of Work and other locations designated by the Department POC. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

## **2.7 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, direct the vendor to remove any vendor employee from continued work on this contract 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. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

## **2.8 Vendor Personnel**

Motor coach drivers must be courteous and respectful of the public and work harmoniously with Council on Aging personnel and may be asked to narrate tours upon advanced notice and request.

## **2.9 Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

## **2.10 Government Furnished Materials**

Not applicable.

## **2.11 Contractor Furnished Materials**

Contractor is to provide buses and materials necessary for transportation for an estimated 35 individuals per trip.

## **2.12 Quality Control**

Not applicable.

**SECTION 3.0**  
**RULE FOR AWARD**

The contract shall be awarded to the responsible and responsive proposer submitting the lowest unit price per trip. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

Bids will be awarded based on the lowest unit price per trip. Overnight trips will use double occupancy unit prices to determine the low bidder. Multiple contracts may be awarded.

**SECTION 4.0  
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

**Various Excursions for Council on Aging's Constituents**

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period. For overnight excursions, please delineate prices based on single and double occupancies. Overnight trips will use double occupancy unit prices to determine the low bidder.

Item #	Description	Qty	Unit	Unit Price	Total Amount

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

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

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

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

**SIGNATURE OF AUTHORIZED INDIVIDUAL:**

**X**\_\_\_\_\_

**Please acknowledge receipt of any and all Addendums (if applicable) by signing below and including this form in your bid package. Failure to do so may subject the proposer to**

**disqualification.**

**ACKNOWLEDGEMENT OF ADDENDUMS:**

**Addendum #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_**

## **SECTION 5.0 FORMS**

### **5.1 Required Submissions (included with response)**

**5.1.1** Bidders Checklist

**5.1.2** Quality Requirements Form

**5.1.3** Reference Sheet

**5.1.4** Non-Collusion & Tax Compliance Form

**5.1.5** Certificate of Signature Authority

**5.1.6** Somerville Living Wage Ordinance Form

**5.1.7** Vendor TIN Certification Form

### **5.2 Required Submissions (to be provided post award)**

**5.2.1** Certificate of Good Standing

**5.2.2** Insurance Certificate

**Various Excursions for Council on Aging's Constituents  
IFB #14-65**

**BIDDERS CHECKLIST**

**Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.**

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Bidder's Checklist
- \_\_\_\_\_ Quality Requirements Form/Minimum Selection Criteria
- \_\_\_\_\_ Somerville Living Wage Form
- \_\_\_\_\_ Certificate of Non-Collusion and Tax Compliance
- \_\_\_\_\_ Certificate of Signature Authority
- \_\_\_\_\_ Certificate of Good Standing (will be required of awarded Vendor if a corporation; please furnish with bid if available)
- \_\_\_\_\_ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- \_\_\_\_\_ Reference Form (or equivalent may be attached)
- \_\_\_\_\_ Notice to Bidders (from introductory pages of this IFB – to be signed by authorized signatory of bidder and submitted with sealed bid)

## **SECTION 6.0 INSTRUCTIONS TO OFFEROR**

### **6.1 General Information & Submission Instructions**

#### **6.1.1 Bid Delivery**

Responses must be delivered by **February 27, 2014 at 11:30AM EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in Section 1.1.

#### **6.1.2 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.

#### **6.1.3 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.)

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

### **6.2 Hours of Operation**

The awarded Vendor shall schedule his working hours to coincide with the working hours of the City. The 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.

#### **6.2.1 Holidays**

Holidays are as followed:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Bunker Hill Day	Veterans' Day
Presidents' Day	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Thanksgiving Friday
	Christmas Eve (half day)	Christmas Day

Please visit <http://www.somervillema.gov/> for the City's most recent calendar.

\*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.

#### **6.2.2 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.

#### **6.3 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. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

#### **6.4 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.

#### **6.5 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.

#### **6.6 Bid Prices to Remain Firm**

All bid prices submitted in response to this solicitation must remain firm for 90 days following

the bid opening.

#### **6.7 Unbalanced Bids**

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

#### **6.8 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.

#### **6.9 Price Submission**

All prices must contain the 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 or services listed. Prices are to remain fixed for the contract period of performance.

#### **6.10 Estimated Quantities**

The City of Somerville has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

#### **6.11 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. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

#### **6.12 Warranty**

The Offeror 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.

#### **6.13 Contract Term Length**

The contract will remain in effect for **one (1) year**, from **on /about March 1, 2014 to on/ about February 28, 2015** with a project start date of on or about **March 1, 2014** and an estimated **completion date** of **February 28, 2015**.

#### **6.14 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 Department Head, or his/her 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.

**6.15 Electronic Funds Transfer (EFT)**

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the office / individuals address to the ordering Department:

- Contract/Order number.
- Contractor's name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the Vendor's representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.
- Vendor's account number.
- Type of account, i.e., checking or saving.

**6.16 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 Scope of Work (SOW) provided herein.

## **SECTION 7.0 GENERAL TERMS & CONDITIONS**

### **7.1 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.

### **7.2 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.

### **7.3 Unit Price**

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

### **7.4 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.

### **7.5 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.

### **7.6 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.

### **7.7 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.

#### **7.8 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.

#### **7.9 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.

#### **7.10 Assignment**

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

#### **7.11 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.

#### **7.12 Governing Law**

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

#### **7.13 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.

#### **7.14 Conflict of Interest**

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this bid 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 bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.

## **7.15 Termination**

### **7.15.1 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.

### **7.15.2 Termination for Convenience**

The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

### **7.15.3 Payment by the City**

Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

### **7.15.4 Contractor's Duties Upon Termination For Convenience**

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract.

Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

#### **7.16 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.

#### **7.17 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 response.

#### **7.18 Samples**

All qualified proposers may be requested to submit samples.

#### **7.19 Financial and Operational Information**

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

#### **7.20 Payment**

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

#### **7.21 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 up to 25% at the sole discretion of the Purchasing Director.

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.

#### **7.22 Laws and Regulations**

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.

#### **7.23 Sales Tax Exemption**

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax

exemption number.



**APPENDIX A**  
**PAST PERFORMANCE / REFERENCE SHEET**

The City requires that the Contractor demonstrate experience providing similar services for a minimum of three (3) projects similar in Scope. Three (3) references shall be provided for past performance.

Please use the attached form for all references submitted and provide as much detail as possible in the Description section, or attach your own reference form, provided that all reference contact information is included

## REFERENCE FORM

Bidder: \_\_\_\_\_

**IFB Title:** \_\_\_\_\_

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX B**  
**SAMPLE CONTRACT**