

SOLICITATION FOR:

**Audio/Visual Equipment for Somerville High School Auditorium
IFB 15-24**



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:

9/29/2014

DUE BY:

10/15/2014 at 11:00am EST

DELIVER TO:

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

AUDIO/VISUAL EQUIPMENT FOR SOMERVILLE HIGH SCHOOL AUDITORIUM
IFB 15-24
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
- _____ Quality Requirements Form
- _____ Certificate of Non-Collusion and Tax Compliance
- _____ Certificate of Signature Authority
- _____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- _____ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- _____ Vendor TIN Certificate
- _____ Notice to Bidders

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

**BIDDING INSTRUCTIONS FOR
Audio/Visual Equipment for Somerville High School Auditorium
Bid No. IFB 15-24**

Enclosed you will find an invitation to bid for:

The City of Somerville is seeking to replace audio/visual equipment in the Somerville High School Auditorium. The type of equipment includes an HD camera, camera mount brackets, camera controller, video switcher display monitor, digital video recorder, 4 input HD/SD video switcher, and other related goods.

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

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
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, 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

9/29/2014

Deadline for Submitting Questions to IFB 10/8/2014

Bids Due and Opened 10/15/2014 – 11:00 A.M.

Anticipated Contract Award 10/20/2014

Anticipated Contract Start 10/20/2014

Anticipated Contract Completion 10/19/2015

Responses must be delivered by **10/15/2014 at 11:00am EST** to City of
Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland
Avenue, Somerville, MA 02143.

SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

2.1 Background

The City of Somerville is seeking to purchase audio/video equipment as per attached specifications. Deliveries will be made over the course of six months. All equipment listed must be delivered within 14 days after an order has been placed by the Communications Department.

2.2 Scope of Work

The complete list of audio/visual equipment is available in Section 4: Pricing. The City of Somerville has provided estimated quantities for each item. These estimates are estimates only and not guaranteed. The City reserves the right to increase quantities if needed.

2.3 Specifications / Requirements

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. Alternate brands must be accompanied by documentation as to the substituted product's better performance or availability, or the discontinuance or un-availability of the original specified item.

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 or around October 20th, 2014 and ending on or around October 19th, 2015.

2.6 Place of Performance

All services, delivery and other required support shall be conducted at Somerville High School 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 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. 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

Not applicable.

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.

SECTION 3.0
RULE FOR AWARD

The contract shall be awarded to the responsible and responsive bidder submitting the lowest price for all items listed.. 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).

SECTION 4.0
IFB 15-24
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:

Audio/Visual Equipment for Somerville High School Auditorium

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.

Mfgr	Qty	Unit	Description	Unit Price	Total Amount
Newtek	1	Tricaster 460	4 input HD/SD video switcher with included control surface, computer graphics, and digital recorder		
Sony	4	EVIH100S	Pan Tilt Zoom HD/SD camera; 1.7lux low low, 20x zoom		
Sony	8	BRCWMZ330	Camera Mount Brackets		
Sony	1	RM-BR300	Camera Controller		
ToteVision	2	LED2600HDT	Video Switcher Display Monitor, 26"		
Toshiba	1	DR570	DVD Recorder/Player		
AJA	1	KiProRack	Digital Video Recorder		
Furman	1	M8DX	Power Strip w/ Lights		

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 Vendor TIN Certification Form

5.1.7 Notice to Bidders

5.2 Required Submissions (to be provided post award)

5.2.1 Certificate of Good Standing

5.2.2 Insurance Certificate



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

QUALITY REQUIREMENTS FORM

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, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	The Vendor has the ability to deliver products inside the buildings?		
2.	The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective materials furnished by the seller?		
3.	Is the vendor able to provide all of the items in the bid package?		
4.	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, 2 and 3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also 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:_____

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



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)



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: _____



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



5.1.7 NOTICE TO BIDDERS
BID #15-24

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

SECTION A. Sealed bids for: **various audio/visual equipment for Somerville High School auditorium** from October 20th, 2014 through October 19th, 2015.

The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **10/15/2014 at 11:00 A.M.** at which time and place they will be publicly opened and read.

SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **9/29/2014.**

SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No: IFB 15-24 Bid for Audio/Visual Equipment for SHS Auditorium"**

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 - not applicable

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 ten (10) working days of receipt of contract.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

SECTION 6.0 INSTRUCTIONS TO OFFEROR

6.1 General Information & Submission Instructions

6.1.1 Bid Delivery

Responses must be delivered by **10/15/2014 at 11:00am 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 title and number. All bids must include all forms listed in Section 5.0.

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 10/20/2014 to on/ about 10/19/2015.**

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.

6.17 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 10/8/2014 @ 4:30pm ET**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to 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 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, it's 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 affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

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 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 Richards, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: mrichards@somervillema.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the IFB, before the bid deadline. No requests or questions will be accepted after **10/8/2014 @ 4:30pm EST**.

7.18 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 response.

7.19 Samples

All qualified proposers may be requested to submit samples.

7.20 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.

7.21 Payment

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

7.22 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.

7.23 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.

7.24 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
SAMPLE CONTRACT

CONTRACT FOR SUPPLIES AND SERVICES

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

Contract No.: _____

Contract Amount: \$ _____

P.O. No.:

P.O. Amount: \$ _____

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

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

ACCORDING TO THE SCOPE OF WORK CONTAINED HEREIN.

**AGREEMENT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND**

+ _____

This Contract made this ____ of _____, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and _____ (hereinafter, the "Vendor").

WHEREAS, the City seeks the following services: _____ (hereinafter, the "Services"); and

WHEREAS, the procurement of such services is:

___X___ Subject to M.G.L. c. 30B (Procurement of Goods and Services Statute)

WHEREAS, the contract is under _____ and the Vendor has been selected by the City to perform such services through the exercise of a _____ (_____) process in accordance with M.G.L. c. 30B;

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 _____, Scope of Work (SOW), attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above, _____

2. The Vendor shall complete the Services and/or furnish the supplies, by _____ (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.

3. The term of this Contract may be extended at the sole discretion of the City,

through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to: _____
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

B. Payments.

1. The City agrees to pay the Vendor according to the SOW page in **Appendix**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with M.G.L. c30B.
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** _____ 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 thirty (30) 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: **M046 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) facsimile (iii) certified mail, return receipt requested; or (iv) 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

Tel #:

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143;

Fax No. (617) 776-8847.

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

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

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

Appendix A – Notice to Offerors / Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Work (SOW)

Appendix D – Proof of Insurance

Appendix E – Forms

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: _____ 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: _____ to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: _____. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or

suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

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

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix _____**) 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.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

(Dept Head Name)
(Dept Head Title)

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

X_____
Signature of Authorized Agent of Vendor

Printed Name of Authorized Agent of

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

TIN or FID #

FOR CORPORATIONS ONLY:

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

Clerk's Signature

Print or Type Clerk's Name