

**SOLICITATION FOR:**  
**On Call Snow Removal Services from City Roofs**  
**IFB # 16-43**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE: 11/09/2015**  
**QUESTIONS DUE: 11/18/15 by 12PM EST**  
**DUE DATE AND TIME: 11/25/15 by 12PM EST \*\***

**\*\*Please note that this date is different than was advertised in the Goods and Services Bulletin.\*\***

Anticipated Contract Award	12/01/15
Est. Contract Commencement Date	12/02/15
Est. Contract Completion Date	6/30/16

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn: Alex Nosnik**  
**Assistant Purchasing Director**  
**anosnik@somervillema.gov**  
**93 Highland Avenue**  
**Somerville, MA 02143**

## NOTICE TO BIDDERS

### IFB # 16-43

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

<b>SECTION A</b>	Sealed proposals for: <b>On Call Snow Removal Services from City Roofs</b> The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than <b>11/25/15 by 12PM EST</b>
<b>SECTION B.</b>	Forms of price bid, specifications and terms of contract can be obtained at the above office on or after <b>11/09/2015</b>
<b>SECTION C.</b>	Bid envelopes shall be clearly marked as follows: <b>On Call Snow Removal Services from City Roofs Bid No: IFB # 16-43</b>
<b>SECTION D.</b>	If <b>awarded</b> vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
<b>SECTION E.</b>	<b>INSURANCE: Awarded Vendor</b> must comply with insurance requirements as stated in the bid package.
<b>SECTION F.</b>	Living Wage - See Section 5.0
<b>SECTION G.</b>	The requirements in Section <b>E or F</b> will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
<b>SECTION H.</b>	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.
<b>SECTION I.</b>	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: \_\_\_\_\_

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

**BIDDING INSTRUCTIONS FOR  
On Call Snow Removal Services from City Roofs Bid No. IFB # 16-43**

**Enclosed you will find a request for proposal for: On Call Snow Removal Services from  
City Roofs**

**SECTION 1.0  
GENERAL INFORMATION ON BID PROCESS**

**1.1 General**

- When submitting proposal, 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 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.**
- A complete BID must also include a cover letter signed by an official authorized to bind the Bidder contractually and contain a statement that the proposal is firm for ninety (90) days. **An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.**
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.

- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **11/09/2015** between the hours of 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.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

### 1.2 Submission Instructions

Please submit one sealed envelope with the following contents and marked in the following manner:

<b>Sealed Bid</b>	<b>Marked As</b>
<b>Sealed Bid:</b> Shall Include (1) original of bid and all required forms and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. (“Read only” files are acceptable.)]	<b>To Be Marked: On Call Snow Removal Services from City Roofs IFB # 16-43</b>
<b>Please send the complete sealed package to the attention of :</b>	<p align="center"> <b>Alex Nosnik</b>  <b>Assistant Purchasing Director</b>  Purchasing Department  Somerville City Hall  93 Highland Avenue  Somerville, MA 02143 </p>

**Reference:** The Bidder shall list at least three relevant references. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information.

- The name, address and telephone number of each client listed above.
- A description of the work performed under each contract.
- A description of the nature of the relationship between Bidder and the customer.
- The name and telephone number of the person the City may contact as a reference.
- The amount of the contract.

- The volume of the work performed.
- The dates of performance.

### **1.3 Questions**

**Questions are due: 11/18/15 by 12PM EST**

**Questions concerning this solicitation must be mailed or hand delivered in writing to:**

**Alex Nosnik**  
**Assistant Purchasing Director**  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**

**[anosnik@somervillema.gov](mailto:anosnik@somervillema.gov)**

**Or faxed to:**

**617-625-1344**

Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is:

<http://www.somervillema.gov/departments/finance/purchasing/bids>.

**If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/Bidder will be disqualified immediately.**

## 1.4 Bidding Schedule

### Key dates for this Invitation for Bid:

IFB Issued	<b>11/09/2015</b>
Deadline for Submitting Questions to IFB	<b>11/18/15 by 12PM EST</b>
Proposals Due	<b>11/25/15 by 12PM EST</b>
Anticipated Contract Award	<b>12/01/15</b>
Est. Contract Commencement Date	<b>12/02/15</b>
Est. Contract Completion Date	<b>6/30/16</b>

<b>Responses must be delivered by 11/25/15 by 12PM EST to:</b>	City of Somerville Purchasing Department Attn: Alex Nosnik 93 Highland Avenue Somerville, MA 02143
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## SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

### 2.1 Background

Upon direction from the City of Somerville DPW Commissioner, the Contractor shall provide on-call snow removal services from various City of Somerville roofs. The Contractor will be paid a fixed hourly rate, per worker. Materials, as noted on the price form, will be reimbursed on a cost basis.

### 2.2 SPECIFICATIONS

1. Contractor shall report directly to the DPW Commissioner, the Superintendent of Buildings and Grounds, or their Designee. All work approvals and other communication between the City and the Contractor shall be made in writing.
2. Contractor may be required to carry City GPS devices. Contractor is responsible for securely returning any City equipment after each shift or as directed the City.
3. Since this is an on-call service, all Contractors must be able to respond to calls placed during business hours within four (4) hours and calls place within evening hours and all emergency hours within one (1) hour. Contractors will be required to provide at least one telephone number that the Contractor can guarantee will be answered twenty-four (24) hours a day, seven (7) days a week during the contract period (holidays included).
4. All vendors must be familiar with and train staff on OSHA Publication HA-3513 Falls and Other Hazards to Workers Removing Snow from Rooftops and Other Elevated Surfaces Hazard Alert  
<https://www.osha.gov/Publications/OSHA-3513roof-snow-hazard.pdf>
5. Removing snow completely from a roof surface can result in serious damage to the roof covering and possibly lead to leaks and additional damage. At least 2 inches of snow should be left on all roofs.
6. Contractors shall not use mechanical snow removal equipment. (See note below, under **Equipment**, Re: special circumstances for using snow blowers.)
7. Contractors shall only use plastic tools; none of the tools shall be sharp (i.e., picks).
8. Contractors shall remove drifted snow first at building elevation changes, parapets, and around equipment.
9. Once drifted snow has been removed, Contractors shall start removing the remaining snow from the center portion of the roof.
10. Contractors shall remove snow in the direction of primary structural members, so as to prevent unbalanced snow loading.
11. Contractors shall not stockpile snow on the roof.
12. Contractors shall dispose of removed snow in designated areas on the ground.
13. Contractors shall keep snow away from building exits, fire escapes, drain downspouts, ventilation openings, and equipment.
14. Contractors shall provide proper safety harness for work that is done within six feet of the perimeter of the roof area.
15. Contractor must determine the roof edge (drifting snow can make this difficult).

16. Contractor must determine skylight locations. City will provide photos of clear roofs.
17. Contractor must determine gas pipes and other roof projections. City will provide photos of clear roofs.
18. Contractor must clear drain areas and disperse melting products to provide path for melting snow.
19. Snow removed from roofs will be placed in locations that are specified by the City.
20. Contractors shall coordinate with ground clearing contractors to remove snow from the base of buildings (i.e., snow that was removed from the roofs); the removal of snow from the base of buildings will be the City's expense.
21. Contractors shall be responsible for any damage caused to roofs (or other surfaces) as a result of their work.
22. Contractor is responsible to notify the City immediately in the event that there is physical evidence that a roof is sagging or is showing other visible signs of distress.
23. The contractor will provide hourly pricing for the following times:
  - a. Business Hours (7am to 5pm; M-F)
  - b. Evening Hours (5:01pm to 12:00am; M-F)
  - c. Emergency Hours, Daytime (7am to 5pm, Sat-Sun)
  - d. Emergency Hours, Evening (5:01pm to 12:00am, Sat-Sun)

## **EQUIPMENT**

1. Contractor may only use snow blowers ***upon explicit, written approval by the City of Somerville***. If approved, snow blowers may be used only if they leave 2" – 3" of snow on the roof.
2. Snow removal equipment shall consist of snow shovels (plastic), light duty wheelbarrows, and plastic tarps.
3. Contractors must be familiar with and train staff on OSHA Publication HA-3513 Falls and Other Hazards to Workers Removing Snow from Rooftops and Other Elevated Surfaces Hazard Alert. Contractors shall provide proper safety harness for work that is done within six feet of the perimeter of the roof area.

## **SPECIFICATIONS**

The work to be performed shall be in accordance with the following specifications and conditions.

1. All equipment furnished shall be in good mechanical repair and capable of performing work without unforeseen breakdown.
2. In the event of breakdown, payment shall be allowed only up to the conclusion of the hour in which breakdown occurred.
3. Should it be necessary for the City to provide fuel, motor oil, or emergency services, the City will perform this work and the charges for such products shall be deducted from the contractor's invoice. These services shall only be performed during emergency periods and only when it is in the best interest of the City.
4. Billable hours will be computed and credited in the following manner:



- Plowing or sanding time will be computed from the time when hired vehicles have checked in at the Department of Public Works Yard, Highway Division, One Franey Road, Somerville, MA. Vendor to receive one hour set up time.
  - Plowing or sanding time will terminate when hired vehicles have checked out at the Department of Public Works Yard after dumping ballast at the site designated by the City.
5. Minor repairs on hired equipment will be performed with the consent of the Contractor by the Public Works Department if in the opinion of the Superintendent of Highways or his authorized assistant that such repairs are in the best interest of the City.
  6. The Contractor's equipment must have insurance coverage as required by Massachusetts General Law.
  7. Equipment must comply with the requirements of the Registrar of Motor Vehicles in all respects.
  8. The City reserves the right to place City personnel in each of the hired vehicles. These personnel shall have the responsibility for supervising activities of hired vehicles during snow removal. City personnel will not operate the hired equipment.
  9. The City has the right to inspect Contractor's equipment.
  10. It is expressly understood and agreed that this agreement gives the contractor no exclusive right to do all or any of the City of Somerville's snow removal and that the City of Somerville may contract with others or to rely on its own employees to do such work.
  11. Each vehicle will be required to have proper registration in the cab and to exhibit it upon request during plowing, removal, or sanding operations.
  12. All contractors must provide a contact phone number for a field supervisor to the Highway Superintendent, Director of Operations, and Commissioner of Public Works. In addition, field supervisors must attend site visits to monitor performance.
  13. Police details will be paid for by the Department of Public Works.

## 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, below, 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.

QUALITY REQUIREMENTS		YES	NO
1.	Bidder is familiar with and train staff on OSHA Publication HA-3513 Falls and Other Hazards to Workers Removing Snow from Rooftops and Other Elevated Surfaces Hazard Alert.		
2.	Bidder can respond to calls placed during business hours within four (4) hours and calls place within evening hours and all emergency hours within one (1) hour. Bid can guarantee that their designated phone number will be answered twenty-four (24) hours a day, seven (7) days a week during the contract period (holidays included).		
3.	Bidder has performed a similar scope with at least three (3) other municipal clients over the last two (2) years and has provided these clients' contact info in the reference section.		
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 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 begins on **12/02/15** and ends on **6/30/16**.

## 2.6 Place of Performance

All services, delivery and other required support shall be conducted in Somerville 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**

The Bidder shall clearly state who will staff the project as project manager, and the staff must demonstrate the ability to carry out the requirements of this contract. The Evaluation Committee will evaluate the number of full time equivalents with demonstrated ability to carry out this project and the reasonableness and distribution of personnel expertise.

## **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 Deliverables**

Vendor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the contract requirements. The contractor shall follow through to assure that all City and Contractor identified defects or omissions in the contract requirements are corrected.

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

The contract shall be awarded to the responsible and responsive Bidder offering the lowest hourly rate for snow removal from City roofs. 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  
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: **IFB # 16-**

**43 On Call Snow Removal Services from City Roofs**

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.

**PRICE SUMMARY FORM**

**Please provide Unit Price for the following and include any additional fees not listed:**

<b>ITEM</b> (Price per item, each)	<b>12/02/2015 - 6/30/2016</b>
<b>Hourly Rate for Snow Clearing from City Roofs</b>	
<b>Hourly/Daily Rate for any Equipment</b> (fill out as many as you believe necessary for this scope; attach additional pages, if necessary)	
<p><b>Vendor will supply the City with any necessary materials for this scope of services (only upon written authorization by the City) for cost, cost plus a % mark-up, or cost minus a % discount.</b></p> <p><b>Please note, below, which of these options the vendor selects in addition to filling in any corresponding % (<i>circle one</i>):</b></p> <p style="text-align: center;">           Cost,              Cost + %,              Cost - %         </p>	<p>Please fill out the % below, if applicable:</p> <p style="text-align: center;">_____ %</p>
<b>NAME OF COMPANY / INDIVIDUAL:</b>	
<b>ADDRESS:</b>	
<b>CITY/STATE/ZIP:</b>	
<b>TELEPHONE/FAX/EMAIL:</b>	
<b>SIGNATURE OF AUTHORIZED INDIVIDUAL:</b>	

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

**ACKNOWLEDGEMENT OF ADDENDUMS:**

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

**SECTION 5.0  
FORMS**

**On Call Snow Removal Services from City Roofs IFB # 16-43  
PROPOSERS' CHECKLIST**

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

**Non-Price Proposal**

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Bidder's Checklist
- \_\_\_\_\_ Notice to Proposers (found at the beginning of this document)
- \_\_\_\_\_ Acknowledgement of Addenda (if applicable and non-price related)
- \_\_\_\_\_ Quality Requirements/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; 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)
- \_\_\_\_\_ Vendor Certification Form

**Price Proposal**

- \_\_\_\_\_ Acknowledgement of Addenda (if applicable and price related)
- \_\_\_\_\_ Price Summary Page

Form:\_\_\_\_\_  
Contract Number:\_\_\_\_\_

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



**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.\***

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of “Living Wage”:** For this contract or subcontract, as of 7/1/2015 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.24 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

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

Form:\_\_\_\_\_  
Contract Number:\_\_\_\_\_

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

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

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

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

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

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

**Name of Vendor:** \_\_\_\_\_

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

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of 7/1/2015 is **\$12.24** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

Form:\_\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

Rev. 11/14/2014



## **OSHA GENERAL CONTRACTOR CERTIFICATION FORM**

**Pursuant to Chapter 306 of the Acts of 2004  
An Act Relative to the Health and Safety on Construction Projects**

### **GENERAL CONTRACTOR'S CERTIFICATION – BID FORM**

I, the undersigned, hereby certify under penalties of perjury that I, and all subcontractors who are not filed sub-bidders, shall:

(1) certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

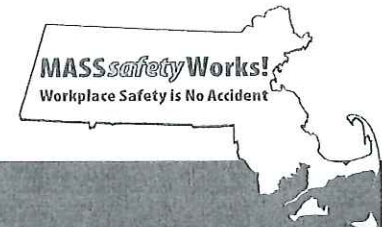
As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**Signature:** \_\_\_\_\_  
**(Individual Submitting Bid)**  
**Duly Authorized**

**Name of Business or Entity:**\_\_\_\_\_

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

**RETURN THIS FORM WITH YOUR BID**



## SAFETY REQUIREMENTS

### Removing Snow from Rooftops on Municipal and State Property

After excessive snowfall, concerns arise about the weight of snow and the structural integrity of the roof. Workers assigned to remove snow from rooftops are at high risk of injury from falling off the roof edge or falling through skylights.

Employers must plan ahead to protect all workers from falling off the roof.

#### Prevent Worker Injury When Removing Snow from Roofs

- Use snow removal methods that do not involve workers going onto roofs, when possible.
- Provide Fall Protection equipment to workers who go onto roofs such as full body harnesses, shock-absorbing lanyards, lifelines, and engineered anchor points.
- Guard skylights, so workers do not fall through.
- Mark skylights, roof drains, and vents that could trip workers.
- Avoid contact with electrical power lines. Keep ladders, aerial lifts and workers at least 10 feet away from power lines.
- Evaluate weight load exerted on roof to ensure the roof can support the workers and equipment.
- Train workers to use Fall Protection harness, lifelines and anchor points correctly.

For more detailed information to prevent injury, refer to OSHA Publication 3513 "Hazard Alert: Falls and Other Hazards to Workers Removing Snow from Rooftops and Other Elevated Surfaces" available at: [www.osha.gov](http://www.osha.gov)



A method to protect workers from falling is required. One example of Fall Protection is a full-body harness with a shock-absorbing lanyard attached to a rope grab and vertical lifeline that is attached to a separate 5000-pound anchor point per worker.

#### Frequently Asked Questions

**The roof is flat. Is Fall Protection still required?**

**Answer:** YES. There is no exemption unless there is a railing protecting the entire perimeter.

**I won't go closer than 6 feet to the edge. Is Fall Protection still required?**

**Answer:** YES. The 6 foot rule for construction does not apply to roof maintenance.

**Do I still need fall protection if I mark the skylights with spray paint?**

**Answer:** YES. The skylight is still considered a fall hazard.

**Does the Fall Protection requirement apply to public sector workers?**

**Answer:** YES. M.G.L. chapter 149, §6 requires public sector employers to prevent workers from work-related injury such as falling off a roof. The OSHA Fall Protection requirements outline the minimum methods to keep employees safe.

## **INSURANCE SPECIFICATIONS**

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

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

**A. GENERAL LIABILITY - Comprehensive Form**

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

**B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT  
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN  
THE AMOUNT AS LISTED BELOW:**

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

**C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:**

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:**

**City Of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

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

AUTHORIZED REPRESENTATIVE



## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

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

### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**SECTION 6.0**  
**INSTRUCTIONS TO OFFEROR**

**6.1 General Information & Submission Instructions**

**6.1.1 Bid Delivery**

<b>Responses must be delivered by 11/25/15 by 12PM EST to:</b>	City of Somerville Purchasing Department Attn: Alex Nosnik 93 Highland Avenue Somerville, MA 02143
--	--

One (1) proposal package (including two sealed envelopes) should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

**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 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.

### **6.14 Electronic Funds Transfer (EFT)**

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the office / individuals address listed in Section III:

- 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.

### **6.15 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.

### **6.16 Questions About the Solicitation**

**Questions are due: 11/18/15 by 12PM EST**

**Questions concerning this solicitation must be mailed or hand delivered in writing to:**

**Alex Nosnik**  
**Assistant Purchasing Director**  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**

**[anosnik@somervillema.gov](mailto:anosnik@somervillema.gov)**

**Or faxed to:**

617-625-1344
--------------

Written responses will be mailed or faxed to all bidders on record as having picked up the RFP.

**If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that Bidder 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 RFP and completion of this delivery. The benefits of all such reductions will be extended.

### **7.5 Guarantees**

The Bidder 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**

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.

#### **7.13 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 Bidder certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the Bidder offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts

General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

## **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 RFP 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 price proposal or the non-price proposal.

#### **7.18 Samples**

All qualified proposers may be requested to submit samples.

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

By submitting a proposal, the Bidder authorized the City of Somerville to contact any and all parties referenced by the Bidder 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 25% at the sole discretion of the Purchasing Director.

- a. 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.
- b. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

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 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**

**City of Somerville: Standard Contract Form****XXXXXXX**

This Contract, numbered \_\_\_\_\_, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") and the Vendor, defined as follows, ("Vendor"):

<b>Vendor Name:</b>	XXXXXX		
<b>Vendor Address:</b>	XXXXXX		
<b>Vendor Contact Name, Email, &amp; Tel./Fax #:</b>	XXXXXX	<a href="#">XXXXXX</a>	
	XXXXXX	XXXXXX	
<b>Contract Amount:</b>	XXXXXX		
<b>Purchase Order #:</b>			
<b>Contract Term:</b>	XXXXXX through XXXXXX		
<b>Term:</b>	The term of this Contract shall commence on XXXXXX and shall end on XXXXXX ("Term"). The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the vendor.		
<b>Procurement Type:</b>	Procurement Type:		
<b>Contracting Department:</b>	<b>Pick Dept.</b>	<b>Project Manager:</b>	
<b>Scope of Work (Goods / Services):</b>	The Vendor shall provide the Goods and/or Services, as described within the attached <b>Appendix A (Scope of Work)</b> , made part hereof.		
<b>Compensation:</b>	The City agrees to pay the Vendor a total not to exceed XXXXXX for Goods and/or Services rendered and accepted in accordance with the Contract Documents. Rates, units, charges, and frequencies are specified in the attached <b>Appendix B</b> made part hereof.		
<b>Vendor Certifications:</b>	<p>Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions as set forth within the attached hereto, made part hereof. 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 certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.</p> <p>TIN: The Vendor certifies that its accurate federal <b>tax identification number</b> as reported to the IRS is:</p> <p style="text-align: center;"><b>XX-XXXXXX</b></p> <p>This Contract has been duly executed and delivered on behalf of the Vendor by its:</p> <p>Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,</p> <p>other: _____; 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.</p>		

**Appendix C: Forms (Check if Applicable)**

- ☐ **Certificate of Authority**
- ☐ **Evidence of Insurance**
- ☐ **Bid Package Documents**
- ☐ **Somerville Living Wage**
- ☐ **Certificate of Good Standing**
- ☐ **Sole Source Declaration**

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on  
this, the      Pick Day day of      Pick Month      Pick Year

**VENDOR**

X <b>Vendor Signature (Duly Authorized):</b>	Date Signed:
	Print Title:
	Print Name:

**CITY****City Auditor's Encumbrance Statement**

I hereby certify that the total contract amount is \$ \_\_\_\_\_ and that an unencumbered balance of \$ \_\_\_\_\_ is available for the current 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 and as funds become available, I will encumber additional sums as are required under this contract.

X	X
<b>Edward Bean, City Auditor</b>	<b>Joseph A. Curtatone, Mayor</b>
X	X
<b>Angela M. Allen, Purchasing Director</b>	<b>Approved as to form: Francis X. Wright, Jr., City Solicitor</b>
X	
<b>Pick a Dept. Head</b>	

## CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

### 1. Definitions

"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are 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 the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

### 2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

### 3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

### 4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. 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. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

### 5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

### 6. Risk of Loss

The City shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

### 7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

### 8. 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 specifying the termination date.

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, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

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.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods 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 goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

#### 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, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

#### E. Rights and Remedies.

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; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; 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.

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. 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. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

### 9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. 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. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

### 10. Governing Law; Forum

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and

maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

**11. 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.

**12. Amendment**

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

**13. Conditions 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.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

**14. Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

**15. Independent Contractor**

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

**16. Assignment; Sub-Contract**

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

**17. Discrimination**

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees 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.

**18. Waiver**

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

**19. Severability**

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

**20. 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) or overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

**21. 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.

**22. 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. The Vendor certifies 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.

**23. Tax and Contributions Compliance**

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

**24. Municipal Taxes, Charges and Liens**

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

**25. Compliance with Applicable Laws**

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

**26. 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 (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

**27. Licenses and Permits**

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Vendor certifies that it is licensed to do business in Massachusetts and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

**28. Recordkeeping, Audit, and Inspection of Records** All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

**29. Debarment or Suspension**

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

**30. Warranties (Applicable to Goods Only)**

The Vendor warrants that (1) the goods 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 Vendor guarantees that upon inspection, any defective or inferior goods 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 goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.



**Appendix A**  
*Scope of Work*

**Appendix B**  
*Cost Details*

- ☐ **Service rate(s): Per Details Below**
- ☐ **Supply rate(s): Per Details Below**
- ☐ **Number of payments: Per Details Below**
- ☐ **Payment upon completion of deliverables: Per Details Below**
- ☐ **Fixed fee: Per Details Below**
- ☐ **Other: Per Details Below**

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

**Appendix C**  
*Forms*

SAMPLE CONTRACT