

**SOLICITATION FOR:**  
IFB # 16-81 Comprehensive Pest Control Program



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 04/25/2016  
**QUESTIONS DUE:** 05/03/2016 by 12PM EST  
**DUE DATE AND TIME:** 05/10/2016 by 11:00 AM EST

Anticipated Contract Award	05/10/2016
Est. Contract Commencement Date	05/12/2016
Est. Contract Completion Date	05/11/2019
Est. Renewal Years (If Applicable)	

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn:** Orazio DeLuca  
Contract Manager  
Odeluca@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Bid For:**  
**IFB # 16-81 Comprehensive Pest Control Program**

**SECTION 1.0**  
**GENERAL INFORMATION ON BID PROCESS**

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Purchasing Department on and after 04/25/2016 per the below-noted City Hall hours of operation.

<b>Hall Hours of Operation:</b>	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to <b>7:30</b> p.m.
Friday	8:30 a.m. to <b>12:30</b> p.m.

<b>All Responses Must be Sealed and Delivered To:</b>
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i><b>It is the sole responsibility of the Offeror to ensure that the bid arrives on time at the designated place. Late bids will not be considered and will be rejected and returned.</b></i>
<b>Bid Format:</b>
Submit one, original (1) sealed bid package; it must be marked with the solicitation title and number.
In an effort to reduce waste, <b>please DO NOT USE 3-RING BINDERS.</b>
Responses must be sealed and marked with the solicitation title and number.
All bids must include all forms listed in the Bidders Checklist (and all documents included or referenced in <b>Sections 2.0 - 4.0</b> ). <b>If all required documents are not present, the bid may be deemed non-responsive and may result in disqualification of the bid unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.</b>
A complete bid must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the bid is firm for ninety (90) days. <b>An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.</b>
The Offeror's authorized official(s) must sign all required bid forms.
The Price Form in <b>Section 4.0</b> must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
All information in the Offeror's response should be clear and concise. 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.
The successful Offeror must be an Equal Opportunity Employer.

## 1.2 Bid Schedule

Key dates for this Invitation for Bids:	
IFB Issued	04/25/2016
Deadline for Submitting Questions to IFB	<b>05/03/2016 by 12PM EST</b>
Bids Due	<b>05/10/2016 by 11:00 AM EST</b>
Anticipated Contract Award	05/10/2016
Est. Contract Commencement Date	05/12/2016
Est. Contract Completion Date	05/11/2019

<b>Responses must be delivered by 05/10/2016 by 11:00 AM EST to:</b>	City of Somerville Purchasing Department Attn: Orazio DeLuca 93 Highland Avenue Somerville, MA 02143
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## 1.3 Submission Instructions

Please submit *one sealed bid package* with the following contents and marked in the following manner:

Contents of Sealed Bid Package	Marked As
<b>Envelope 1: Sealed Bid:</b> Shall Include (1) original 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:</b> IFB # 16-81 Comprehensive Pest Control Program
<b>Please send the complete sealed package to the attention of :</b>	Orazio DeLuca Contract Manager Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

## Bid Format

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs). **In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.**

*Elaborate format and binding are neither necessary nor desirable.* All bids will be capable of lying flat when opened and should have easily removable pages. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, and formal solicitation title.

## Cover Letter

Submit a cover letter that includes the official name of the firm submitting the bid, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the bidder contractually and contain a statement that the bid is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

## Qualifications & Experience

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2), or set of basic business standards, must be submitted with bid.

## References

The Offeror shall list at least three relevant references, which the City may contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

## 1.4 Questions

**Questions are due: 05/03/2016 by 12PM EST**

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

Orazio DeLuca  
Contract Manager  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**  
Odeluca@somervillema.gov

**Or faxed to:**

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as bid holders. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically be alerted as to 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, addenda, etc. regarding that specific solicitation. The web address is:

[http://www.somervillema.gov/departments/finance/purchasing/bids.](http://www.somervillema.gov/departments/finance/purchasing/bids)

**If any bidders contact City personnel outside of the Purchasing Department regarding this bid, that bidder may be disqualified.**

## **1.5 General Terms**

### **Estimated Quantities**

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

### **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 (& with corporate seal).

### **Time for Bid Acceptance and City Contract Requirements**

The contract will be awarded within 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 of Somerville and the Offeror that is most advantageous and responsible. 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. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

### **Holidays are as follows:**

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving 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 Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror 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.

### **Unforeseen Office Closure**

If, at the time of the scheduled bid opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid due date will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

**Changes & Addenda**

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda 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.

**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 Section 1. 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 proposer 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 proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

**Right to Cancel/Reject Bids**

The City of Somerville may cancel this 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.

**Unbalanced Bids**

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

**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.

**Electronic Funds Transfer (EFT)**

For EFT payment, the following shall be included with invoices to the point of contact:

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

**IFB # 16-81**  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**SPECIFICATIONS/SCOPE OF SERVICES**

**Rule for Award**

The contract shall be awarded to the responsible and responsive Bidder submitting the lowest total price. 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.

**Background**

A Comprehensive Pest Control Management Program Baiting/Management

**Scope of Work**

See attached Scope of Work/Specifications attached in bid package

**Specifications / Requirements**

See attached Scope of Work/Specifications attached in bid package

## **Scope of Services**

It is the intent of this bid to provide a comprehensive Integrated Pest Management Program for the properties and areas listed herein.

IPM is a process, or planned program, for long term pest suppression. In the process, surveillance and the interpretation of data provide estimates of the pest population in a given area. This monitoring allows accurate decisions to be made on when intervention measures are needed, the type of control measure selected, and the method of application.

The Contractor shall furnish all labor, materials and equipment to implement the surveillance, trapping, and pesticide application; aspects of the IPM Program. The Contractor shall also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression.

The Contractor shall provide materials and services to control, and to use approved removal methods whenever necessary, the pests listed under Schedule "1" within all buildings listed under Schedule "2". Outside locations listed under Schedule "3" are under the jurisdiction of the Health Department. Inspections and preventative treatments will be provided at least once a month per the attached Schedule "2" of buildings. Section #1, The DPW building (and garages), Section 2 the Capuano School will be done twice per month. School buildings will have an additional thirteen (13) service calls which may be used at the discretion of the School Department.

It may be necessary to respond to additional calls as requested by the Superintendent of Buildings and Grounds, the Health Department or authorized personnel from the School Department or their designees.

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

The contract resulting from this bid is for a period of Three (3) years.

The vendor will invoice the School Department, DPW Building and Grounds Department and the Health Department in a timely fashion, at the end of each month that the service is provided. Bills submitted later than two (2) months after service will not be paid.

### **Bidders Qualifications**

The Vendor must be certified by the Commonwealth of Massachusetts. Each individual performing services to the City of Somerville must be certified annually per Massachusetts State Code, Category 41-General Pest Control.

The Vendor must have a minimum of five (5) years experience in providing Professional Pest Management Services.



### Material Use:

All aspects of the Pest Management Program will be in strict accordance with EPA and State guidelines

The Pest Management Company will notify the City of Somerville contacts of changes in materials used. Copies of labels and MSDS sheets of any products used will be provided and are available on line through our client portal.

No pest management materials or equipment will be stored on sight by the Pest management Company.

Our treatment procedures are necessarily limited by pesticide labeling of the EPA and by accessibility of the areas to be treated.

Protection against roaches and ants will be USDA approved pesticides for food areas in School Buildings.

### Insurance

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

### References

Each bidder is required to supply three (3) references of current customers for whom a similar scope of services are being provided. The City reserves the right to contact the listed references.

### Living Wage Ordinance

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

## **Specifications**

### Personnel:

#### Staffing:

- A. The vendor must have two (2) service technicians, each of whom are certified in Massachusetts as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural and Health Related Pest Control with a minimum of sub-categories to include State Code 41, General Pest Control and at least three (3) years experience.
- B. The Vendor must have the ability to provide when requested, the services of an entomologist with a minimum of a B.S. degree and proof of membership in the American Registry of Professional Entomologists. The Entomologist must also be certified and experienced as per staffing Section A (Service Technicians).
- C. All service providers must be uniformed and have a photo Identification.

### Equipment:

All Vendors' vehicles must be marked with the Company Logo.

### Pests Included and excluded:

The IPM Program specified by this contract is intended to suppress the population of rats, mice, cockroaches, ants, silverfish, hornets, beetles, bees and wasps.

The following pests are excluded from this contract: birds and all other vertebrates other than commensal rodents; termites and other wood-destroying organisms; mosquitoes.

A thorough, initial inspection shall be conducted during the first month of this contract by the Contractor's representative. The purpose of this initial inspection is for the Contractor to evaluate the needs of the property and to discuss these needs with the School Department, Buildings and Grounds Department or the Health Department. The following specific points should be addressed:

- 1. Identification of a problem area(s) in and around the building(s).
- 2. Identification of structural features or personnel practice(s) that are contributing to pest infestations.

3. Discussion of the effectiveness of previous control efforts.
4. Facilitation of Contractor access to all necessary areas. Informing the Contractor of any restrictions or special safety precautions, or other constraints.

The Contractor is responsible for notifying the School Department, Buildings and Grounds Department or the Health Department about structural modifications necessary to prevent access by pest populations or for safety reasons.

#### Recordkeeping

The Contractor shall be responsible for maintaining a complete and accurate pest management log. Each property specified in this contract shall have its own log book and the log shall contain details of services rendered.

#### Special Requests and Emergency Service

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

When service to vacated areas is required, it shall be the Contractor's responsibility to notify the School Department, Buildings and Grounds Department or the Health Department at least two (2) days in advance of the treatment, provide and post all necessary signs (such as when an area may be reentered-in the case of pesticide use, according to the product's label directions) and remove signs when the area is safe for entry.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for person entering the building. Any restrictions associated with these special areas will be explained, in writing. These restrictions shall be adhered to and incorporated into the Contractor's detailed plan and schedule for the property.

All Contractor personnel, working in or on properties designated under this contract, shall wear distinctive uniform clothing. The uniform shall have the Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the Contractor. Protective clothing, equipment, and devices shall at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor must be identified in accordance with state and local regulations.

## Pesticide Products and Use

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

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

- The use of crack and crevice application of pesticide to pest harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas.
- The use of containerized bait puck such as boric acid, for cockroaches, rather than sprays, wherever appropriate.
- Pesticide fogs and sprays (including mists and ultra-low volume applications) will be restricted to unique situations where no alternative measures are available or practical.

In the unusual event that a space spray application is required and prior to performing a space spray treatment, the Contractor shall submit a written request for approval to the School Department, Buildings and Grounds Department and the Health Department at least two (2) days prior to the proposed treatment time. The request must identify the target pest, document the need for such treatment, the time when site is not occupied and specific place(s) of treatment, the pesticide(s) to be used, the method of application, what precautions should be taken to ensure safety, and the steps to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the written approval of the School Department, Buildings and Grounds Department and the Health Department. Products identifiable as fumigants shall be considered inappropriate for use and shall not be used in any space for any purpose.

## **Buildings**

### Schools

Brown School  
Capuano Early Ed. Center  
Cummings School  
East Somerville Community  
Edgerley Education Center  
Healey School  
Kennedy School

Argenziano School  
Somerville High School  
S.H.S. Cafeteria  
S.H.S. Culinary Arts  
West Somerville Neighborhood  
Winter Hill Community

**Locations of the above buildings may be obtained from the Somerville School Department, Business Office, 181 Washington Street, 2<sup>nd</sup> Floor, Somerville, MA 02143.**

Police and Fire Stations

Highland Avenue Station  
Lowell Street Station  
Reilly-Brickley Station  
Teele Square Station  
Public Safety Bldg. (trailer)  
Engine #3 255 Somerville Ave.

**Locations of the above buildings may be obtained from the Fire Department Administration, 266 Broadway, Somerville, MA 02145.**

Public Safety Building

**Location of this building is 220 Washington Street, Somerville, MA 02143.**

Libraries

Central Library, 79 Highland Avenue, Somerville, MA 02143  
West Branch Library, College Avenue, Somerville, MA 02144  
East Branch Library, Broadway, Somerville, MA 02145

Other Buildings

Maps/Scat Building  
42 Cross Street  
School Department Administration Building  
Veterans Memorial Ice Rink  
DPW - Water Department Building 17 Franey Rd  
City Hall, 93 Highland Avenue, Somerville, MA 02143  
City Hall Annex, 50 Evergreen Avenue, Somerville, MA 02145  
Department of Public Works (DPW) (Admin. Bldg, & all garage areas in yard)  
One Franey Road, Somerville, MA 02145  
Traffic & Parking Dept., 133 Holland Street, Somerville, MA 02144  
Senior Citizen Center/Youth Program, 165 Broadway, Somerville, MA 02145  
Recreation Center, Walnut Street, Somerville, MA 02143  
Nathan Tufts Field House, 898 Broadway, Somerville, MA 02144  
East Somerville Police Substation, 81 Broadway, Somerville, MA 02143  
West Somerville Police Substation, 1154 Broadway, Somerville, MA 02144  
Dilboy Stadium-Concessions Area, Locker Room and Storage Areas under the stands

Other buildings may be added or deleted as required by the City of Somerville.

Treatment of School Department Buildings should be scheduled after 2:00 PM during weeks when school is in session. Treatment during vacation periods may take place during regular hours (9:00 A.M. – 4:00 P.M.).

The Contractor must arrange a treatment schedule in advance with the School Department and the Buildings and Grounds Department which shall include the date and time.

Completed work for each scheduled treatment shall be signed by the custodian or his designee. Signed documentation of each treatment must accompany bills for payment

**Contact for the Health Department will be:  
Doug Kress, Director, (617) 625-6600 x 4300**

**Contact for the School Department will be:  
Mike Bowler, Facilities Manager, (617) 625-6600 x 5215**

**Contact for the DPW/Buildings and Grounds Dept. will be:  
Walter Whitney, Superintendent, Bldgs & Grounds (617) 625-6600 x 5210**

#### Health Department

Locations as designated by the Health Dept., 50 Evergreen Ave., Somerville, MA 02145  
Services to include:

Inspection and evaluation, follow-up inspections, treatments and retrievals at the Health Dept.'s direction. Baiting and re-baiting of sewers and catch basins at the Department's direction. Surface baiting of rodent burrows and harborage on public land at the request of the Department.

Recommendations to the Health Department public education strategies for proper trash storage, disposal and other pest control measures; including, recommendations of programs for school children.

Education of health inspectors, building maintenance personnel and sanitation workers on integrated pest management.

Treatment schedule will be one morning per week as required. Reports will be submitted weekly as to when extermination treatments were provided for each site. Completed work at each location will be recorded on a sign-off slip submitted by the vendor and signed by the Health Department designee. Signed documentation of each treatment must accompany bills for payment.

## 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 1-9, or a failure to respond to any of the following minimum standards may result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Does the Vendor have five (5) or more years of experience in providing Professional Pest Management Services?		
2.	Is the Vendor certified by the Commonwealth of Massachusetts for Pest Control?		
3.	Will the individuals performing services for the City of Somerville be certified annually per the Massachusetts State Code, Category 41-General Pest Control?		
4.	Is the Vendor able to provide a response time, other than for routine maintenance, within 24 hours? And an Emergency response time of four (4) hours or less?		
5.	Is the vendor able to provide the requested personnel, in the specifications, with the required credentials?		
6.	Does the vendor meet the specifications that all personnel be provided uniforms and carry photo identification?		
7.	Are the vendor's vehicles marked with the company logo?		
8.	Is the vendor able to meet all the service specifications required within this bid document?		
9.	Does the vendor have the ability to maintain a complete and accurate pest management log, per building, as specified?		
10.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

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

**Period of Performance**

The period of performance for this contract begins on or about **05/12/2016** and ends on or about **05/11/2019**. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

**Place of Performance**

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

**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 notice for the removal of the employee. 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.

**Vendor Personnel**

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

**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 City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. 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 City 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 City or as otherwise agreed by City and the Vendor). The Vendor 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 City. 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 City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

**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 is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.



**IFB # 16-81**  
**SECTION 3.0**  
Comprehensive Pest Control Program  
**BIDDERS' CHECKLIST**

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

**Required with Sealed Bids**

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Price Form (Section 4.0)
- \_\_\_\_\_ Acknowledgement of Addenda (if applicable)
- \_\_\_\_\_ Quality Requirements (Section 2.0)
- \_\_\_\_\_ Somerville Living Wage Form (if applicable)
- \_\_\_\_\_ Certificate of Non-Collusion and Tax Compliance
- \_\_\_\_\_ Certificate of Signature Authority
- \_\_\_\_\_ Reference Form (or equivalent may be attached)
- \_\_\_\_\_ W9

**Required with Contract, *Post Award***

- \_\_\_\_\_ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- \_\_\_\_\_ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)



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

CITY OF SOMERVILLE

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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.



## **Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

### **A. NON-COLLUSION FORM**

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

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

**Signature:** \_\_\_\_\_  
(Individual Submitted Bid or Proposal)  
Duly Authorized

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

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

### **B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

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

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

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

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



## **Certificate of Authority (Limited Liability Companies Only)**

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

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

\_\_\_\_\_,  
(Complete Name of Limited Liability Company)

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

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.
3. The LLC is managed by (**check one**) a     Manager or by its     Members.
4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
  - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
  - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
  - that no resolution, vote, or other document or action is necessary to establish such authority.

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

5. **Signature:**\_\_\_\_\_

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

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

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



## **Certificate of Authority (Corporations Only)**

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

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

2. I hereby certify that the following individual \_\_\_\_\_  
**(Insert the Name of Officer who Signed the Contract and Bonds)**

is the duly elected \_\_\_\_\_ of said Corporation.  
**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on \_\_\_\_\_  
**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

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

**AFFIX CORPORATE SEAL HERE**

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

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

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

## **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





# 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):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	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> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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**

CERTIFICATES SHOULD BE MADE OUT TO:

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

**CANCELLATION**

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

## **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.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on 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.**

IFB # 16-81

## SECTION 4.0 PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: Comprehensive Pest Control Program

- The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **05/10/2016 by 11:00 AM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 5.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 5.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 5.0.
- The Purchasing Director reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

**Please provide Unit Prices for all of the locations found on the following pages, included in the bid package.**

#### V. Rule for Award

One contract will be awarded to the responsive and responsible bidder offering the lowest total contract price, and guaranteeing requested services.

#### VI. Bid Pricing Sheet

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

<b>A. Interior Locations</b>			
<b>Annual Rates for Pest Control Management</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>City Building</b>	<b>5/12/16 – 5/11/17</b>	<b>5/12/17- 5/11/18</b>	<b>5/12/18- 5/11/19</b>
<b>Fire Stations</b>			
Highland Avenue Station			
Lowell Street Station			
Public Safety Bldg. (trailer)			
Reilly-Brickley Station			
Teele Square Station			
Engine #3 255 Somerville Ave.			
<b>Police</b>			
Public Safety Building			
<b>Libraries</b>			
Central Library			
East Branch Library			
West Branch Library			

	<b>Year 1</b> <b>5/12/16 – 5/11/17</b>	<b>Year 2</b> <b>5/12/17- 5/11/18</b>	<b>Year 3</b> <b>5/12/18- 5/11/19</b>
<b>Other Buildings</b>			
City Hall			
City Hall Annex			
Department of Public Works (including garages) (2 calls)			
Dilboy Stadium: Concession Area, Locker Rooms, Storage Areas located under the stands			
Veterans Memorial Ice Rink			
Senior Center/Youth Program			
Recreation Department (Walnut Street/all floors)			
Traffic & Parking			
Tufts Field House			
MAPS/SCAT Building			
DPW Water Dept. Bldg			
School Dept. Admin. Bldg.			
42 cross street			
East Somerville Police Substation			
West Somerville Police Substation			

Annual Rates for Pest Control Management			
	Year 1	Year 2	Year 3
School Buildings	5/12/16 – 5/11/17	5/12/17- 5/11/18	5/12/18- 5/11/19
Brown School			
Capuano Early Ed. Center (2 Calls)			
Cummings School			
East Somerville Comm. School			
Edgerly Evaluation Center			
Healey School			
Kennedy School			
Argenziano School			
Somerville High School (2 calls)			
S.H.S. Cafeteria (2 calls)			
S.H.S. Culinary Arts (2 calls)			
West Somerville Neighborhood			
Winter Hill Comm. School			
Cost per additional call:			

<b>B. Pest Control</b>			
<b>Annual Rates for Pest Control Management</b>			
<b>Health Department</b>	<b>Year 1 5/12/16 – 5/11/17</b>	<b>Year 2 5/12/17- 5/11/18</b>	<b>Year 3 5/12/18- 5/11/19</b>
Inspection and Evaluation, per complaint			
Catch basins/Sewer baiting, per subsurface location			
Surface Baiting, per surface/location			

All follow-up inspections, treatment and retrievals are to be provided at no additional cost.

## Section C: Exterior Locations

All locations listed below will be examined for pest and rodent activity. The vendor will identify locations which are being affected and infiltrated by these rodents. Vendor must be able to access an area and take steps to address rodent concerns. The vendor will responsible for two functions:

1. The vendor must provide an hourly rate for the surveying and examination of all the sites listed below.
2. The Vendor will be responsible for the initial baiting of the problem areas and monthly follow-ups to all identified problem areas to check the affect of baited traps and to bait traps again as necessary.
3. Vendor will bait all exterior locations and garden locations with “Rodent Rock Station, Granite” – see specifications.

**\*\*Please see the attached pages which list all of the outdoor locations**



## Rodent Rock Rodent Station, Granite

JT EATON (/b/JT+EATON/) | Zoro #: G1613455 | Mfr #: 908GRR



**\*\* MAY 12, 2016 TO MAY 11, 2017 \*\***

<b>LOCATION</b>	<b>COST OF INITIAL BAITING</b>	<b>PER MONTH FOLLOW-UP BAITING</b>	<b>ANNUAL RATES FOR BAITING AND FOLLOW-UP</b>
<b>TRUM FIELD</b>			
<b>POWDER HOUSE</b>			
<b>SEVEN HILLS PARK</b>			
<b>LINEAR WAY</b>			
<b>WOODSTOCK</b>			
<b>VETERANS CEMETERY</b>			
<b>NORTH STREET</b>			
<b>HODGKINS PARK</b>			
<b>KENNEY PARK</b>			
<b>BIKE PATH</b>			
<b>LEXINGTON PARK</b>			
<b>ALBION STREET</b>			
<b>SOMERVILLE JUNCTION</b>			
<b>GRIMMONS PARK</b>			
<b>KELLY PARK</b>			
<b>DICKERMAN PARK</b>			
<b>BELMONT PARK</b>			
<b>HOYT-SULLIVAN</b>			
<b>MARSHALL STREET</b>			
<b>CENTRAL HILL</b>			
<b>QUINCY STREET</b>			
<b>NUNZIATO PARK</b>			
<b>OSGOOD PARK</b>			
<b>CONWAY PARK</b>			
<b>DURELL GARDEN</b>			

<b><i>PALAMACHI PARK</i></b>			
<b><i>GILLMAN SQUARE</i></b>			
<b><i>PERRY PARK</i></b>			
<b><i>LINCOLN PARK</i></b>			
<b><i>STONE PLACE</i></b>			
<b><i>WALNUT PARK</i></b>			
<b><i>PROSPECT HILL</i></b>			
<b><i>CORBETT PARK</i></b>			
<b><i>ED LEATHERS PARK</i></b>			
<b><i>PERKINS STREET</i></b>			
<b><i>FLORENCE PARK</i></b>			
<b><i>HARRIS PARK</i></b>			
<b><i>OTIS PARK</i></b>			
<b><i>O NEW WASHINGTON</i></b>			
<b><i>MILK GROVE CEMETERY</i></b>			
<b><i>TRUM TOT-LOT</i></b>			
<b><i>STATUE PARK</i></b>			
<b><i>NORTH STREET</i></b>			
<b><i>SACRAMENTO</i></b>			

**\*\*locations may be added or deleted to this list during the contract period**

Name of Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**\*\* MAY 12, 2017 TO MAY 11, 2018 \*\***

<b>LOCATION</b>	<b>COST OF INITIAL BAITING</b>	<b>PER MONTH FOLLOW-UP BAITING</b>	<b>ANNUAL RATE FOR BAITING AND FOLLOW-UP</b>
<b>TRUM FIELD</b>			
<b>POWDER HOUSE</b>			
<b>SEVEN HILLS PARK</b>			
<b>LINEAR WAY</b>			
<b>WOODSTOCK</b>			
<b>VETERANS CEMETERY</b>			
<b>NORTH STREET</b>			
<b>HODGKINS PARK</b>			
<b>KENNEY PARK</b>			
<b>BIKE PATH</b>			
<b>LEXINGTON PARK</b>			
<b>ALBION STREET</b>			
<b>SOMERVILLE JUNCTION</b>			
<b>GRIMMONS PARK</b>			
<b>KELLY PARK</b>			
<b>DICKERMAN PARK</b>			
<b>BELMONT PARK</b>			
<b>HOYT-SULLIVAN</b>			
<b>MARSHALL STREET</b>			
<b>CENTRAL HILL</b>			
<b>QUINCY STREET</b>			
<b>NUNZIATO PARK</b>			
<b>OSGOOD PARK</b>			
<b>CONWAY PARK</b>			
<b>DURELL GARDEN</b>			

<b>PALAMACHI PARK</b>			
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<b>PERRY PARK</b>			
<b>LINCOLN PARK</b>			
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<b>PERKINS STREET</b>			
<b>FLORENCE PARK</b>			
<b>HARRIS PARK</b>			
<b>OTIS PARK</b>			
<b>O NEW WASHINGTON</b>			
<b>MILK GROVE CEMETERY</b>			
<b>TRUM TOT-LOT</b>			
<b>STATUE PARK</b>			
<b>NORTH STREET</b>			
<b>SACRAMENTO</b>			

**\*\*locations may be added or deleted to this list during the contract period**

Name of Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**\*\* MAY 12, 2018 TO MAY 11, 2019 \*\***

<b>LOCATION</b>	<b>COST OF INITIAL BAITING</b>	<b>PER MONTH FOLLOW-UP BAITING</b>	<b>ANNUAL RATE FOR BAITING AND FOLLOW-UP</b>
<b>TRUM FIELD</b>			
<b>POWDER HOUSE</b>			
<b>SEVEN HILLS PARK</b>			
<b>LINEAR WAY</b>			
<b>WOODSTOCK</b>			
<b>VETERANS CEMETERY</b>			
<b>NORTH STREET</b>			
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<b>PALAMACHI PARK</b>			
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<b>PROSPECT HILL</b>			
<b>CORBETT PARK</b>			
<b>ED LEATHERS PARK</b>			
<b>PERKINS STREET</b>			
<b>FLORENCE PARK</b>			
<b>HARRIS PARK</b>			
<b>OTIS PARK</b>			
<b>O NEW WASHINGTON</b>			
<b>MILK GROVE CEMETERY</b>			
<b>TRUM TOT-LOT</b>			
<b>STATUE PARK</b>			
<b>NORTH STREET</b>			
<b>SACRAMENTO</b>			

**\*\*locations may be added or deleted to this list during the contract period**

Name of Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

<b>D. Gardens</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	<b>5/12/16 – 5/11/17</b>	<b>5/12/17- 5/11/18</b>	<b>5/12/18- 5/11/19</b>
99 Giles Park Walnut street			
Capuano Garden Glen Street & Oliver Street			
Albion Street Garden 109 Albion Street			
Allen Street Garden 30 Allen Street			
Kelly Park 186 Summer Street			
Bike Path Vinal Ave 22 Vinal Avenue			
South Street Farm 138 South Street			
Art Farm 10 Poplar Street			



<b>Total Section A- Interior Locations</b>			
<b>Total Section B- Pest Control</b>			
<b>Total Section C- Exterior Locations</b>			
<b>Total Section D - Gardens</b>			
<b>Total Contract Price:</b>	\$	\$	\$

<b>Annual Rates for Pest Control Management</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Health Department</b>	<b>5/12/16 – 5/11/17</b>	<b>5/12/17- 5/11/18</b>	<b>5/12/18- 5/11/19</b>
Services will be billed on an hourly rate, with an hour minimum per service.	\$_____per hour	\$_____per hour	\$_____per hour

<b>Materials and Supplies which the City may choose to purchase from the vendor will be invoiced as follows, please choose one:</b>		
A. _____	List Price + _____% = Net Price	
B. _____	List Price - _____% = Net Price	

To eliminate and prevent rodent infestation, the vendor will inspect and treat private property within the City of Somerville as requested by the Somerville Health Department. Service will include inspection and identification of rodent infestation on the exterior areas of the residence's property. All aspects of the rodent management program will be in strict accordance with EPA and State guidelines.

Continued on next page...

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax #: \_\_\_\_\_

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

ADDENDA #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ ACKNOWLEDGED

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

**APPENDIX A**  
**City's General Terms and Conditions**



# City of Somerville: Standard Contract Form

XXXXXX

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;">XX-XXXXXX</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:</b> <b>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