

REQUEST FOR PROPOSAL
Linkage Nexus Study
City of Somerville, Massachusetts
On Behalf Of The
Office of Strategic Planning and Community Development
Housing Division
RFP No. 12-72

Sealed proposals will be received at the Office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, 1st floor, until 11:00 a.m. **Monday, June 11, 2012** for the furnishing of the following to the City of Somerville Office of Strategic Planning and Community Development:

The City of Somerville is soliciting proposals from professional consulting firms or individuals to conduct a nexus study for the purpose of updating the City's linkage ordinance and establishing appropriate linkage fee amounts. The successful offerer will be required to provide complete consulting services commencing July 2012.

Copies of the Request For Proposal (RFP) may be obtained from the Office of the Purchasing Director on and after **Monday, May 21, 2012**. The RFP may be sent to prospective proposers if requested via e-mail to purchasing@somervillema.gov or accessed on the City of Somerville's Purchasing webpage. Hard copies may be obtained between the hours of 8:30 a.m. and 4:30 p.m. Monday through Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays. All proposers must contact the Department of Purchasing and ensure that they are registered with the Purchasing Department for this particular RFP in order to obtain any addenda or other information about this opportunity. It is the prospective proposers' responsibility to confirm that they are registered with Purchasing.

The successful Offeror must be an Equal Opportunity Employer.

Questions concerning the RFP must be submitted in writing by **12:00 noon Thursday, May 31, 2012**, to the Purchasing Director, City of Somerville at the address above or by fax number 617-625-6600 x3410 or through e-mail to amallen@somervillema.gov. Answers will be sent to all vendors who received an RFP through the Purchasing Department.

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.

Seven sealed envelopes, five containing the non-price technical proposal marked "**Proposal—Linkage Nexus Study RFP #12-72 (Non-Price)**" and two (2) containing the price proposal marked "**Price Proposal—Linkage Nexus Study RFP #12-72**" must be received by Purchasing Director, City of Somerville, City Hall, Somerville, MA 02143 no later than **11:00 a.m. on Monday, June 11, 2012**. (Note: If price proposal is included in the non-price envelope, the proposal will be automatically disqualified.)

RFP No. 12-72

The City of Somerville is soliciting proposals from professional consulting firms or individuals to conduct a nexus study for the purpose of updating the City's linkage ordinance and establishing appropriate linkage fee amounts. The successful offerer will be required to provide complete consulting services commencing July 2012. **The nexus study must be completed within three (3) months of award of the contract.**

The deadline for response submissions is **11:00 a.m. on Monday, June 11, 2012.**

The City reserves the right to reject any and all proposals, or parts thereof, not deemed in the best interest of the City.

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Released	May 21, 2012
Deadline for submitting questions on RFP	May 31, 2012 12:00 noon
Proposals due	June 11, 2012 at 11:00 a.m.
Proposers contacted for interviews	June 2012
Consultant Selected/Project Begins	July 2012
Work Completed	September 2012

I. INTENT

The City of Somerville, through its Office of Strategic Planning and Community Development (OSPCD), is soliciting Proposals to conduct a nexus study for the purpose of updating the City's linkage ordinance and establishing appropriate linkage fee amounts. The final study is due no later than three months after award of the contract.

The purpose of this Request for Proposal (RFP) is to assist the City of Somerville in:

- 1) quantifying the current impacts of various types of development on the demand for low and moderate income housing in Somerville;
- 2) quantifying the current impacts of various types of development on the need for job training for low and moderate income Somerville residents; and
- 3) recommending for each of the above appropriate linkage fees and other mitigation measures.

II. BACKGROUND

The City of Somerville has had a linkage ordinance (specifically, Section 15 of the Somerville Zoning Ordinance) since 1990. The ordinance was originally developed based on a 1989 nexus study. The linkage ordinance was amended most recently in 2004 after an updated nexus study. The current ordinance imposes a linkage fee of \$3.91 per square foot for projects exceeding 30,000 gross square feet (the first 30,000 square feet are exempt from the fee). At the option of the zoning applicant, the fee may be paid to the City in one lump sum or in installments over a period of five years, with twenty percent (20%) of the total fee due each year beginning with initial occupancy of the project. All funds generated by the current linkage fee are dedicated to housing for low and moderate income households and are deposited into the Somerville Affordable Housing Trust Fund for distribution for these purposes.

The City is interested in restudying the current affordable housing linkage concept with a view toward updating the ordinance, including, among other items, exploration of a sliding scale fee and fee by land use category and an expansion of the list of uses that trigger linkage. The City is also interested in exploring potential adoption of a jobs linkage fee, in which a separate fee would be imposed to generate funds for job training for low and moderate income Somerville residents.

III. SCOPE OF SERVICES

The consultant will be responsible for producing a nexus study, which includes the following components.

1. Identification of Development Impacts on Low and Moderate Income Housing: Identify a) uses (such as office, hotel, retail, industrial, warehouse/distribution, and/or other) which have an impact on the supply and price of and demand for affordable housing for very low income households (less than 50% of area median), low income households (50-

80% of area median) and moderate income households (81-110%); and b) quantify those impacts.

2. Make Affordable Housing Linkage Fee Recommendations. The study should quantify the cost of building rental and ownership housing in Somerville to meet the needs of very low, low, and moderate income households for prototypical projects and the subsidy amount needed to cover gaps between development costs and affordable rental and sale prices. The study should calculate the maximum fee per square foot that would be required to fully fund the subsidy need and identify potential linkage fee levels consistent with the goal of not deterring development. The study should consider information on the following items in identifying potential fee levels:
 - the projected impact of linkage fees on developers (e.g. impact on total development costs, rent levels or room rates and rate of return on investment);
 - linkage ordinances in competing communities, including fee amounts, uses covered, exemptions, if any, for small projects, and fee collection policy (one payment vs. payment over several years); and
 - current and planned City and other public resources for affordable housing development.

The study should also:

- identify the minimum square footage of development that should trigger the linkage fee and why;
- identify which building categories should trigger the linkage fee;
- explore the potential of a sliding scale fee (i.e. lower fee for smaller developments, higher fee for larger developments);
- explore the potential for setting fee level by type of use (office, retail, industrial, or other); and
- make recommendations for an “automatic escalator” clause to link the fee to certain economic triggers at regular intervals between full updates of the ordinance

3. Identification of Development Impacts on Jobs and Linkage Fee recommendations: Identify a) uses (such as office, hotel, retail, industrial, warehouse/distribution, or other) which have an impact on job creation and availability in Somerville, b) quantify those impacts including the skills necessary for Somerville residents to be competitive in obtaining those jobs.
4. Make Jobs Linkage Fee Recommendations. Quantify the cost of providing job training to prepare low and moderate income Somerville residents to be qualified to obtain jobs created through development. This study should calculate the maximum fee per square foot that would be required to fully fund this need and identify potential linkage fee levels consistent with the goal of not deterring development. The study should consider information on the following items in identifying potential fee levels:
 - the projected impact of linkage fees on developers (e.g. impact on total development costs, rent levels or room rates and rate of return on investment).

- job-related linkage fees in competing communities, including amounts, uses covered, exemptions, if any, for small projects, and fee collection policy (one payment vs. payment over several years)
- current and planned City and other public resources for job training

The study should also make programmatic recommendations for the use of funds generated through a jobs linkage fee, including:

- how funds should be administered, i.e. through a Trust, non-profit, etc.
 - what specific activities should be eligible for use of funds
 - whether the jobs linkage obligation should be able to be met by a developer through on-site job training or methods other than a financial payment to the City
5. Vendor will prepare a linkage nexus study document, to be submitted electronically, and work with City staff to prepare a Power Point presentation. Vendor should also be prepared and available to present the findings and recommendations of the review to the Mayor and City staff at least once upon request.
 6. Vendor must respond to all requests from the Mayor and relevant City of Somerville staff in a timely manner.
 7. Vendor must not release any information and data associated with the findings or research related to the services requested in this document to the community or public without the explicit approval from the Mayor's Office of the City of Somerville.

IV. CONTRACT PERIOD AND PAYMENT SCHEDULE

- A. The contract period shall be for no more than 6 months.
- B. The contract will be overseen by the City of Somerville and its designated project manager.
- C. The City of Somerville agrees to pay the full amount of the agreed upon fee upon satisfactory completion of the deliverables.
- D. In no event shall payment be made in advance of the services provided. Consultants may propose alternative pay schedules, however the City of Somerville is under no obligation to entertain or agree to such alternative pay schedules.
- E. Consultant must provide evidence of insurance for the payment compensation, and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed by the consultant performing services for the term of the contract. Statutory limits apply.

V. SUBMITTAL REQUIREMENTS

Five (5) copies of the proposal (one of which must be an original) must be submitted marked “**Linkage Nexus Study RFP 12-72**” and two (2) copies of the price proposal (one of which must be an original) marked “**Price Proposal – Linkage Nexus Study RFP 12-72**” must be received at Office of the Purchasing Agent, City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **11:00 a.m. on Monday, June 11, 2012**. No faxed or electronically mailed (e-mailed) proposals will be accepted. Late submissions will not be accepted and will be returned to the Proposer unopened. In the event City Hall is closed, the deadline is at the same time on the next day City Hall is open for business. **(Note: If price proposal is included in the non-price envelope, the proposal will be automatically disqualified.)**

Letter of Transmittal

The proposal shall include a letter of transmittal with the consultant’s name, mailing address, contact person, telephone, fax number and email address. The letter must be signed by the proposer and addressed to Angela M. Allen, Purchasing Director, City Hall, 93 Highland Avenue, Somerville, MA 02143.

Under separate cover, clearly marked “Price Proposal,” the vendor shall specify the all-inclusive fee for the organizational and operational review. The “Price Proposal” should contain a project budget listing out the line item costs for each deliverable as well as any associated expenses.

Additionally, the proposal shall include a statement regarding the participation of Minority Owned Enterprises (MBE) and Women Owned Business Enterprises (WBE) in the proposed project. The City strongly encourages active and meaningful involvement of MBE’s and WBE’s.

V. QUALITY REQUIREMENTS

All proposals submitted in response to this RFP must satisfactorily address the following minimum requirements in order to be considered for an award.

- A. Work Plan. Vendor proposals should present a clear and comprehensive work plan, including;
 - i. A project timeline, necessary to satisfy the scope of services outlined above
 - ii. A methodology for analyzing impact of various types of commercial, industrial and retail development on the demand for low and moderate income housing in Somerville and the need for job training for low and moderate income residents of Somerville.
 - iii. A clear plan for developing recommendations on the use of linkage fees to mitigate this impact consistent with current law on the imposition of such fees and consistent with the City’s economic development goals.
- B. References. Demonstrated experience in providing municipal consulting services, including consulting engagements on the delivery of nexus studies. The Proposal shall

include three references for similar studies for cities and towns, including the name and telephone number of a person to contact and a brief description of the study.

The Proposer 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 proposer 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.
- C. Sample Work. Vendor shall submit one sample of its most recent and relevant work product/report.
- D. Project Staffing. Demonstrated expertise in the performance of municipal linkage nexus studies. The proposal should include a complete listing of the staffing that will be utilized to complete the study for the City of Somerville, along with a) resumes for each member of the consulting team (team members may not be changed during the course of the study without the consent of the City); b) a description of the responsibilities of each team member; c) if the team is made up of separate firms, a description of the organizational structure of the team; d) a summary of the team's experience, collectively and individually, with similar projects, demonstrating the ability to perform as proposed and to complete the project in a competent and timely manner. The Proposal shall identify a lead principal who shall serve as the primary contact with the City.
- E. Performance Record. No documented record of non-performance or significant unsatisfactory performance in providing consulting services related to municipal government.

VI. SELECTION PROCESS

A Technical Advisory Committee ("Committee") shall be formed, including staff from the Purchasing Department, Office of Strategic Planning and Community Development and other representatives as assigned by the Mayor's office. The Committee will review all proposals and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. The Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Not Acceptable to the comparative evaluation criteria.

The Committee shall evaluate the information provided to determine whether a respondent is “qualified”; that is, whether the respondent has the capability, reliability, and experience to perform the scope of work outlined in this RFP. The Committee may request additional information of any and all respondents in writing and to use that information in determining whether a proposer is qualified.

The City will not award a contract or contracts except to responsive and responsible eligible proposer(s). Before awarding the contract(s), the City may request additional information from the proposer to insure that the proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

The City may schedule interviews with the responsive and responsible proposers.

VII. EVALUATION CRITERIA

The City of Somerville will rank the proposals received in the following categories:

Written Proposal

Highly Advantageous	The proposal outlines a clear and comprehensive work plan that addresses all of the areas of interest as well as the core elements of the study as specified in the scope of services.
Advantageous	The proposal outlines a clear and comprehensive work plan that addresses most of the areas of interest and most of the core elements of the study as specified in the scope of services.
Not Advantageous	The proposal does not present a clear and comprehensive work plan or does not address most of the areas of interest nor the core elements of the study as specified in the scope of services.
Unacceptable	The proposal does not present a clear work plan and does not address the areas of interest or the core elements of the study as specified in the scope of services.

Experience

Highly Advantageous	Vendor has conducted at least five (5) similar linkage nexus studies in the past 5 years.
Advantageous	Vendor has conducted at least three (3) similar linkage nexus studies in the past 5 years.

Not Advantageous	Vendor has conducted at least three (3) market analysis studies in the past 5 years, but has not completed a linkage nexus study in particular.
Unacceptable	Vendor has conducted less than three (3) market analysis studies in the past 5 years and has not completed a linkage nexus study in particular.

Project Timeline & Availability to Complete Work

Highly Advantageous	Available to begin work within fifteen (15) days of contract and complete the project within 90 days of contract
Advantageous	Available to begin work within fifteen (15) days of contract and complete the project within 120 days of contract
Not Advantageous	Available to begin work within thirty (30) days of contract and complete the project within 180 days of contract.
Unacceptable	Not willing to commit to availability and a project timeline.

Sample Work

Highly Advantageous	Sample work provided is a clear and comprehensive linkage nexus study for a municipality, similar in scope to the study needed for the City of Somerville.
Advantageous	Sample work is a clear and comprehensive market analysis study, similar in scope to the review needed for the City of Somerville.
Not Advantageous	Sample work is not of a similar scope.
Unacceptable	No sample work provided.

References

Highly Advantageous	Positive responses from municipal references, and references are of uniformly high quality.
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Advantageous	Positive responses from municipal references, and references are generally good.
Not Advantageous	One negative response from a municipal reference.
Unacceptable	More than one negative response from a municipal reference.

VIII. INSTRUCTIONS TO PROPOSERS

Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place.

1. The City plans to award one contract to the responsive and responsible Offeror offering the best proposal.
2. The signature of the authorized official(s) must be provided on all the proposal forms.
3. All information in the Offeror's proposal should be organized and presented as directed in Section IX, Proposal Specification and Preparation. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
4. The Price Summary Form must be completed and submitted in a separately sealed envelope marked "price proposal." No substitute form will be accepted. Pricing must remain firm for the entire contract period.
5. Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to the Purchasing Director, Purchasing Department, City of Somerville, MA 02143. No requests or questions will be accepted after **12:00 noon Thursday, May 31, 2012.** Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline.

IX. PROPOSAL SPECIFICATION AND PREPARATION

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Offeror's commitment

and ability to perform consulting services to conduct a linkage nexus study for the City of Somerville Office of Strategic Planning and Community Development. To expedite the evaluation of proposals, it is essential that the Offeror strictly adhere to the instructions in this part. A proposal may be deemed to be non-responsive, at the Evaluation Committee's discretion, if an Offeror fails to comply with the following instructions.

1. Quality Requirements Statement

The Quality Requirements must be addressed by each proposer.

2. Responses to Evaluation Criteria

This portion of the proposal is intended to present a description of the Offeror's qualifications. The Offeror should respond briefly to each item listed in Section VII Evaluation Criteria, and include all requested documentation. When preparing this portion of the proposal, the Offeror should clearly identify and respond to each evaluation criterion.

3. Price Summary Forms

The Price Summary Forms must be completed. No substitute form will be accepted. Pricing must remain the same throughout the contract. The Price Summary Forms **must be submitted under separate cover in a separate sealed envelope to the Purchasing Department.** The Offeror should make no reference to pricing in its non-price proposal. Failure to adhere to this will result in disqualification of proposal.

X. TERMS AND CONDITIONS

1. TAXES

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

2. FREIGHT ON BOARD (F.O.B)

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposes" (Form #RFP1) or any other department location doing business for the City of Somerville in need of such services.

3. UNIT PRICE

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

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.

5. GUARANTEES

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon

inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

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. 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.

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.

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.

10. ASSIGNMENT

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

11. SUB CONTRACTORS

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.

12. GOVERNING LAW

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

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.

14. CONFLICT OF INTEREST

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the Proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

15. TERMINATION

a. For Cause: The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

b. For Convenience: 1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. 2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

c. Return of Property: Upon termination, Vendor shall immediately return to the City of Somerville, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the City of Somerville or developed by the Vendor in accordance with this Agreement.

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.

17. INTERPRETATION OF SPECIFICATION/TERMS.

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to the Purchasing Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline. No requests or questions will be accepted after **12:00 noon Thursday, May 31, 2012.**

18. CANCELLATION OF RFP

To withdraw, cancel or modify a RFP at any time prior to the RFP opening date, a proposer 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.

19. SAMPLES

All qualified proposers may be requested to submit samples. **A sample of relevant work is required as part of this RFP and shall be submitted with proposals.**

20. FINANCIAL AND OPERATIONAL INFORMATION

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

21. PAYMENT

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

22. DOCUMENTATION

Please find attached exhibit copies of contract forms, which the successful proposer will be required to sign.

23. 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.

24. The Offeror's proposal will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first. The contract will be for a period of no longer than six (6) months, beginning July 2012.

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

26. 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.

XI. ADDITIONAL PROPOSAL SUBMISSION DOCUMENTS

The following documents must be submitted with your proposal, and will be taken into consideration during the evaluation process. Items D through I below are attached at the end of this RFP.

- A. A letter designating a specific individual who will act both as project manager and the primary point of contact with the City. Please provide telephone and fax numbers, e-mail address and mailing address for the project manager.
- B. SOMWBA certification, if appropriate.
- C. If applicable, copies of any legal document affecting the financial status of the company, which has been filed with any state or federal court. Documentation will be kept confidential, if required.
- D. Somerville Living Wage Ordinance – Proposer must agree to conform with Somerville’s Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living Wage Ordinance Form.
- E. Certificate of Good Standing – The selected Proposer must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this RFP.
- F. Insurance Certificate as outlined on attached form included in this RFP, must be provided by the selected Proposer.
- G. Certificate of Non-collusion and Tax Compliance – must be completed by the Proposer.
- H. Certificate of Signature Authority – must be completed by the Proposer.
- I. Sample contract – the terms and conditions in the sample contract and in this RFP will be included in the contract that will be awarded as a result of this RFP. Proposers do not need to sign the contract at time of proposal submission.

SECTION XII. RULE FOR AWARD

- 1. The contract shall be awarded to the responsible and responsive Proposer(s) submitting the most highly advantageous proposal(s), taking into consideration all evaluation criteria as well as price.

2. The contract(s) will be awarded as soon as possible after the proposals are received and evaluated, and within ninety (90) days after the proposal opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the City and the apparent lowest responsive and responsible Proposer.

SECTION XIII. PRICE PROPOSAL

See following page.

PRICE SUMMARY FORM – RFP #12-72
Nexus Study to Update and Expand the City's Linkage Ordinance
TO BE ENCLOSED IN SEPARATELY SEALED ENVELOPE

Having fully examined, read, and in understanding of the specifications for this project and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this request for proposals for the prices stated below.

Total Service Fee \$_____

Fee must include the total cost of service to the City of Somerville including reimbursable expenses.

I certify that the certifications required by this solicitation are attached hereto, completed, and signed by an authorized official of the company. I further certify that all services on which my firm offered a proposal are available for delivery within the time limits established in this Request For Proposals. I further certify that if this firm is the successful proposer, we will produce evidence of liability, property and Worker's Compensation insurance for the limits specified in this solicitation.

NAME OF COMPANY: _____

ADDRESS:_____

CITY/STATE/ZIP:_____

TELEPHONE/FAX/EMAIL:_____

Name/Title of Person Submitting the Proposal:

Signature: _____

Date: _____

By my signature, I acknowledge receipt of the following ADDENDA (if any):

Addendum #1, dated ____/____/____

Addendum #2, dated ____/____/____

REQUIRED DOCUMENTS

Please refer to Section XI above for instructions regarding the following forms.

SOMERVILLE LIVING WAGE ORDINANCE FORM

(Ordinance No. 1999-1*)

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 thresholds:

- a) \$50,000 for contracts commencing during the period 7-1-99 to 6-30-01
(Fiscal Years 2000 and 2001);
- b) \$30,000 for contracts commencing during the period 7-1-01 to 6-30-03
(Fiscal Years 2002 and 2003); and
- c) \$10,000 for contracts commencing during the period 7-1-03 and thereafter
(Fiscal Years 2004 and thereafter.);

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 07-01-2012 “Living Wage” shall be deemed to be an hourly wage of no less than \$11.22/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.

If the undersigned bidder or offeror 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.

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.

* Copies of the Ordinance are available upon request to the Office of the City Clerk

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 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.

Executed this _____ day of _____ 2012.

Name of Vendor

By: _____

Name

Its: _____

Title

Signature

CERTIFICATE OF GOOD STANDING

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, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

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.

Insurance Requirements

1. 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	\$500,000
Property Damage Liability	\$500,000

B. Coverage for payment of Worker's Compensation benefits pursuant to Chapter 152 of the Massachusetts General Laws in the amount as listed below:

WORKER'S COMPENSATION	\$ <u>Statutory</u>
EMPLOYERS' LIABILITY	\$ <u>Statutory</u>

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

3. 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.

4. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" AS A CERTIFICATE HOLDER AND ADDITIONAL
INSURED ALONG WITH DESCRIPTION OF OPERATIONS IN SPACE PROVIDED
ON CERTIFICATE.

5. Please comply with our requirement of a thirty (30) day notice of cancellation.

CERTIFICATE SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVENUE
SOMERVILLE, MA. 02143

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

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this RFP 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.

AFFIDAVIT OF TAX COMPLIANCE

Pursuant to M.G.L. c62, Sec. 49a, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L. Chapter 151, Sec. 19A(b)

Signature of Authorized Person

Name of Business or Corporation

Federal Tax Identification Number

Date

Certificate of Authority

At a meeting of the Board of Directors of:

Held on:_____, at which a quorum was present, it was
VOTED,

that:_____, _____of this
company

is hereby authorized to execute contracts and bonds in the name of an on behalf of said
company, and affix its corporate seal therto; and such execution of any contract or
obligation in this company's name on its behalf by
such:_____

under seal of this company shall be valid and binding upon this company.

A True Copy Attest:

Clerk/Secretary:_____

Signature

Print Name

Place of Business

I,_____, hereby certify that I am the
clerk/secretary of the:_____

and that:_____

is the duly authorized person of said company, and that the above vote has not been
amended or rescinded and that said vote remains in full force as of this date.

Clerk/Secretary

Date

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Sample Contract

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

Contract No.:

Contract Amount: \$

P.O. No.:

P.O. Amount: \$

Bid No.:

Contract Period: to

Contract For: Description Of Supplies/Services

Vendor: Vendor Name
Vendor Address
town, state zip
phone

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
vendor name**

vendor address

town, state zip

phone

This Contract made this **contract start date** day of **contract start month, 2012**, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and **vendor name** (hereinafter, the "Vendor").

WHEREAS, the City seeks the following supplies/services: **insert name of supply/service**; (hereinafter, the "supplies/services"); and

WHEREAS, the City has followed an formal sealed bid procedure (IFB or RFP No. RFP or IFB number) to solicit competition pursuant to G.L. c. 30B, §5 for IFB - 6 for RFP, (See **Appendix A – Notice to Bidders/Copy of Ad** attached and made a part hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible Vendor (See **Appendix B – Proposal Page** attached and made a part hereto); and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

The Vendor shall provide the Services and/or Supplies described in **Appendix D**, Scope of Services/Specifications, attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

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

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

3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to:

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

2. The Supplies and the unit price for the Supplies are listed in **Appendix C**, attached and made a part hereto.

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$_____ for Services rendered and/or Supplies received as specified in **Appendix C**.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.

4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.

2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of its corporate structure; or
7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
 - (I) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
 - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
 - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,
 - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,

- (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
- (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
- 8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

- 1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
- 2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

- 1. Cease performance upon the stated termination date;

2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and
3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
 - d) pursue remedies under any bond provided; and
 - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix E** attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **046 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any

negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.

- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods: (I) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,
 - 1. To the Vendor at the address set forth herein or the following
Fax Number: vendor's fax
 - 2. To the City addressed to:
Purchasing Director, Somerville City Hall, 93 Highland Avenue,
with a copy to:
 - 1. City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

2. Department Head, Department, Address, Fax #

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

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

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

Appendix A – Certificate of Good Standing, Certificate of Authority

Appendix B – Notice to Proposers/Copy of Advertisement

Appendix C – Price Proposal Page

Appendix D – Scope of Services

Appendix E – Insurance

Appendix F – Somerville Living Wage Form

Appendix G – Additional Terms and Conditions

The above-described appendices are, by this clause, made an integral part of this Contract.

The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

A. Organization. The Vendor is a duly organized and validly existing corporation/partnership/trust/sole proprietorship, other: _____, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.

- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: _____ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # _____ **TIN.** The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

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

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix F**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$_____, and that an unencumbered balance of \$_____ is available for the first fiscal year of this contract. I further certify that a sum of \$_____ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Department Head

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

vendor name.

x _____
Signature of Authorized Agent of Vendor

agent name
Printed Name of Authorized Agent of

agent title
Title of Authorized Agent of Vendor

vendor address
Street Address of Vendor

city, state, zip
City, State and Zip

TIN
Tax ID #

FOR CORPORATIONS ONLY:

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

Clerk's Signature

clerk name
Print or Type Clerk's Name

Required Forms itemized in body of contract as appendices will be attached to contract as exhibits.

****End of Sample Contract****