

**SOLICITATION FOR:**  
**ON-STREET, SINGLE SPACE CREDIT CARD CAPABLE**  
**PARKING METERS**

**RFP# 14-08**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**POSTED:**  
**NOVEMBER 12, 2013**

**DUE BY:**  
**NOVEMBER 26, 2013 AT 11:00 AM EST**

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn: Angela M. Allen, Purchasing Director**  
**93 Highland Avenue**  
**Somerville, MA 02143**

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## **SECTION 1.0 INSTRUCTORS TO OFFEROR**

### **1.1 General**

- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **Tuesday, November 12, 2013** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B

### **1.2 Submission Instructions**

Please submit two sealed envelopes: The first envelope includes one (1) original, three (3) copies and one CD/DVD of the non-price technical proposal marked: "Non-Price Proposal—On-Street Single Space Credit Card Capable Parking Meters". The second envelope includes one (1) original and three (3) copies of the price proposal marked "Price Proposal — On-Street Single Space Credit Card Capable Parking Meters". Please send the complete sealed package to the attention of the Angela M. Allen, Director, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00 a.m., on Tuesday, November 26, 2013.**

(Note: Massachusetts General Laws, 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. Late proposals will not be considered, and will be returned.)

### **1.3 Questions**

Questions or concerns regarding any aspect of this solicitation shall be forwarded in writing to Angela M. Allen, Purchasing Director at the address above; by fax number (617) 625-1344 or through e-mail to [amallen@somervillema.gov](mailto:amallen@somervillema.gov) so that they can be addressed prior to the solicitation deadline for offers. Answers will be sent via an addendum to all Offerors who received this

solicitation through the Purchasing Department. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>

#### **1.4 Key Dates for this Solicitation**

ITEM	DATE
Solicitation issued	November 12, 2013
Deadline for submitting questions	November 18, 2013 4:30pm
Responses due, screened and evaluation begins	November 26, 2013 11:00am
Anticipated award	Early December 2013
Estimated service commencement	Mid-December

#### **1.5 Definitions**

**MGL:** Massachusetts General Law

**POC:** Point of Contact

**RFP:** Request for Proposal

**SOW:** Scope of Work

#### **1.6 Evaluation Methodology**

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant(s) in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the Comparative Evaluation Criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the Comparative Evaluation Criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to provide the following supplies and related services. The City reserves the right to further negotiate the proposed work and/or method and amount of compensation. Additionally, the City reserves the right to reject any and all responses if it determines that the criteria set forth have not been met.

#### **1.7 Non-Price (Technical) Proposal Format**

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked

candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price/Technical proposal response should contain the following information in this particular order:

1. Cover Letter
2. Qualifications & Experience (narrative to be prepared by Offeror)
3. Quality Requirements Form (use table in sec. 1.9)
4. Response to Comparative Evaluation Criteria (refer to four factors in sec. 1.10)
5. References / Past Performance (see form in sec. 5.0, or submit Offeror's own form)
6. Proposed Product Offering (narrative and materials to be prepared by Offeror)
7. Completed Forms
  - Certificate of Authority
  - Somerville Living Wage Ordinance Certification
  - Vendor TIN Form
  - Addendum Acknowledgement (if applicable, on price submission form and any addenda if issued)

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 identified with the solicitation number. For ease of reference, consecutive page numbering is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. All binders will allow for easy removal and replacement of pages.

Non-Price / Technical Proposals should not exceed fifty (50) pages, including attachments and supplemental materials.

### **1.7.1 Cover Letter**

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands of the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror may result in disqualification.

### **1.7.2 Qualifications & Experience**

The proposer shall include qualifications and experience of the organization. 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 generally describe work which is similar in size, scope and complexity which 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.

### **1.7.3 Quality Requirements Form**

The Quality Requirements Form, or set of basic business standards, must be addressed by each

Offeror and presented within the technical proposal documentation.

#### **1.7.4 Response to Evaluation Criteria**

The Offeror shall describe in detail how your organization meets or exceeds each of the evaluative criteria defined in Section 1.10. Other sections within your non-price / technical proposal should also help substantiate your response, such as Sections 1.7.2 & 1.7.6.

#### **1.7.5 References / Past Performance**

The Offeror's proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. The city may choose to evaluate publicly available reports, and/or data. The City may use present and/or past performance data obtained from a variety of sources not just those contracts identified by the Offeror. The information gathered for past performance may be used in the responsibility determination.

The Offeror shall provide references for **minimum of three (3)** contracts/orders with the Government and/or commercial customers that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last three (3) years. Relevant is the work similar complexity, magnitude and type of produced described in the SOW.

The Offeror shall provide a detailed summary of the product and work performed for each past performance submitted. Where possible the City intends to interview each reference provided to verify project scope caught dollar value and obtain additional past performance information. The Offeror shall provide telephone, fax, e-mail for the point of contact the technical and contractual personnel for each referenced project as well as a description of the referenced contract/purchase order.

<b>Past Performance / Reference Title:</b>	
<b>Period of Performance</b>	
<b>Contract \$ Value</b>	
<b>Technical &amp; Contractual POC Names &amp; Titles</b>	
<b>Telephone numbers</b>	
<b>Email addresses</b>	

<b>Detailed summary of services provided</b>	
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### **1.7.6 Proposed Product Offering**

The Offeror shall provide the City with its proposed product & service offering meeting all criteria stated in Section 3.0. The Offeror shall use data sheets, specifications, pictures, designs and any other documentation that demonstrates substantial detail of the proposed product.

### **1.7.7 Forms**

All listed forms stated in Section 1.7 shall be filled out by the Offeror and submitted in the technical / Non-Price proposal response. Failure to do so may deem your proposal non-responsive

## **1.8 Price Proposal Format**

### **1.8.1 Cover Letter**

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

### **1.8.2 Price Summary Page**

Refer to Section 5.0 for the Price Proposal Form. Submit this completed and signed form in a separately sealed envelope, labeled "Price Proposal" for RFP 14-08 Single Space Parking Meters.

## **1.9 Quality Requirements**

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality



requirements. A "No Response" to items 1- 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Vendor has been in business for at least five (5) years.		
2.	Vendor has a POC that can be reached 24 hours a day, seven days per week for customer related issues and troubleshooting.		
3.	Vendor has capability to deliver all meters and associated parts substantially at the same time.		
4.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1-3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. This information should be detailed throughout the various Tabs in the technical proposal response. Subcontractors, if applicable, must be also included.

#### **1.10 Comparative Evaluation Criteria (Not Including Price)**

The Comparative Evaluation Criteria set forth in this section of the solicitation shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

##### **1.10.1 FACTOR 1 – Ability to meet technical product specification and services**

Indicate how and whether the proposed meter, including all hardware and software will meet the requirements described in Section 3.0. Please address each item. If the proposed system does not meet a specific requirement or if it is necessary to eliminate or modify any of the requirements, indicate how this omission or modification will be remediated or mitigated.

**Highly Advantageous:** The proposal indicates that the proposed system meets all requirements specified in the Scope of Services without modification and the proposal is fully complete in regards to complying with the format required by the RFP.

**Advantageous:** The proposal indicates the proposed system meets most of the requirements specified in the Scope of Services, but proposes compensatory elements, and explains fully how these will result in an equivalent (or greater) level of functionality and the proposal is fully complete in regards to complying with the format required by the RFP.

**Not Advantageous:** The proposal indicates that the proposed system does not meet all requirements specified in the Scope of Services but explains fully how these omissions will not result in any significant loss of functionality and the proposal is fully complete in regards to complying with the format required by the RFP.

### **1.10.2 FACTOR 2 – Project Management**

Describe your plan for managing this project including identification of staff that will be part of the project/customer service team, their location, and responsibilities and how the work of the team will be coordinated.

**Highly Advantageous:** The proposer's Plan provides an excellent and extensive combination of quality team, organization and operating plans including numbers and type of staff, variety of skills available, use of local and non-local staff and coordination among offices and vendors, etc. that provides the highest assurance of the Proposer's ability to meet the requirements of the scope of services.

**Advantageous:** The proposer's Plan provides a good combination of quality team, organization and operating plans including numbers and type of staff, variety of skills available, use of local and non-local staff and coordination among offices and vendors, etc. that provides a high level of assurance of the Proposer's ability to meet the requirements of the scope of services.

**Not Advantageous:** The proposer's Plan does not completely provide an adequate or clear combination of quality team, organization and operating plans including numbers and type of staff, quality of vendors, variety of skills available, use of local and non-local staff and coordination among offices and vendors, etc. and provides low assurance of the Proposer's ability to meet the requirements of the scope of services.

### **1.10.3 FACTOR 3 – Past Performance**

The Offeror's proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements similar in size, scope and complexity of this solicitation. The Offeror shall provide references for maximum of three contracts/orders with the government and/or commercial customers that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last three years. Relevant is the work similar complexity, magnitude and type of work described in the SOW.

**Highly Advantageous:** Six (6) + references contacted by the City commented substantively and positively on their experiences with the manufacturer and distributor of the single space meters and gave highly positive recommendations for this project.

**Advantageous:** Three (3) to five (5) references contacted by the City commented substantively and positively on their experiences with the manufacturer and distributor of the single space meters and gave highly positive recommendations for this project.

**Not Advantageous:** Less than three (3) references contacted by the City commented substantively and positively on their experiences with the manufacturer and distributor of the single of the single space meters and gave highly positive recommendations for this project – or – One or more references contacted by the City commented with only

adequate or neutral comments, which lead the City to conclude that it would not be in the City's interest to award the contract to the Proposer.

#### **1.10.4 FACTOR 4 - Experience manufacturing and distributing similar single space parking meters**

Provide a brief history of the manufacturer's experience producing single space meters and the specific meter being proposed in response to this RFP.

**Highly Advantageous:** The manufacturer of the proposed equipment has five or more years direct experience manufacturing and distributing single space parking meters similar to those required by this RFP.

**Advantageous:** The manufacturer of the proposed equipment has four or more years direct experience manufacturing and distributing single space parking meters similar to those required by this RFP.

**Not Advantageous:** The manufacturer of the proposed equipment has less than three years direct experience manufacturing and distributing single space parking meters similar to those required by this RFP.

#### **1.11 Rule for Award**

The contract shall be awarded to the most responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price.

## **SECTION 2.0 GENERAL TERMS & CONDITIONS**

### **2.1 Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

### **2.2 Freight on Board (FOB)**

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

### **2.3 Unit Price**

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

### **2.4 Price Reduction**

It is understood and agreed that should any price reductions occur between the opening of this IFB and completion of this delivery. The benefits of all such reductions will be extended.

## **2.5 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.

## **2.6 Indemnification**

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

## **2.7 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.

## **2.8 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.

## **2.9 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.

## **2.10 Assignment**

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

### **2.11 Subcontractors**

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

### **2.12 Governing Law**

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

### **2.13 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.

### **2.14 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.

### **2.15 Termination**

#### **2.15.1 For Cause and for Convenience**

Refer to attached Sample Contract for the City's termination clauses.

#### **2.15.2 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.

### **2.16 Discrimination**

It is understood and agreed that it shall be a material breach of any contract resulting from this IFB for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

### **2.17 Interpretation of Specification / Terms**

All interpretations of the solicitation and supplemental instructions will be in the form of written addenda to the solicitation specifications. Requests for clarification or any questions about information contained in the solicitation should be addressed in writing to Angela M. Allen,

Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: [amallen@somervillema.gov](mailto:amallen@somervillema.gov). Questions and answers will be compiled and sent to all Offerors who requested a copy of the solicitation, before the proposal deadline. No requests or questions will be accepted after **4:30 p.m. November 18, 2013**.

#### **2.18 Withdrawal or Modification of Bid Response**

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

#### **2.19 Samples**

If applicable, all qualified offers may be requested to submit samples.

#### **2.20 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.

#### **2.21 Payment**

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

#### **2.22 Documentation**

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

#### **2.23 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.

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 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.

## **SECTION 3.0 SCOPE OF WORK**

### **3.1 Overview**

The City is requesting proposals for the purchase, training, and the secure communications of approximately 130 single-space parking meters that are credit card capable and have solar capabilities. These meters will retrofit existing MacKay Guardian X Series coin-operated meter housings in the City's current coin-based meter fleet. The City wants to increase customer service at these locations by offering an additional method of payment by way of credit cards, debit cards and (optional item) smart phones that are secure and easy to use. Bidders are encouraged to demonstrate their product's ability, reliability, and experience accepting all current payment options as well as innovative payment technology in development.

Paid parking on the streets of the City is an important economic management tool used to manage scarce parking resources to promote and support business districts by encouraging turnover and relieving congestion. The benefits associated with "smart" parking meters would include:

- Improved customer service
- Reduced meter violations
- Reduced maintenance costs
- Improved meter reliability and "up time"
- Improved accounting, reconciliation, and audit of meter receipts
- Improved integration with violation hearing process
- Improved back-end software program allowing real-time access to meter availability, status, maintenance issue, receipts collected, and violations issued
- Increased revenue

### **3.2 Scope**

It is the City's intent that the successful Vendor will act as a responsible business partner and provide ongoing technical support to City officials during the duration of the initial 3 year contract. Initially, the successful Vendor will be responsible for providing all installation services, including: furnishing digital mechanisms for pre-existing meter poles, activation, testing, and training City staff. The City, with Vendor support, will install the new meters. Conversely, the Vendor, with City support, will provide all installation services as noted above for meters. Over the life of the contract, the Vendor shall update, at minimum on an annual basis, any and all software on the furnished and installed meters in line with the Vendor's current leading and standard technology. Hardware updates will be required in cases where radio-frequency identification (RFID) technology upgrades require new hardware.

### **3.3 Equipment Specifications**

The proposed credit card capable meters shall include the following features:

### 3.3.1 Hardware

- The units shall have a visually pleasing design and exterior finish, and should be no larger than the city's current meter fleet.
- The units shall be weather and vandal resistant.
- The units must maintain normal operation within -10 degrees Fahrenheit to 150 degrees Fahrenheit.
- The units should be augmented by the use of solar power.
- The units should be readable despite solar glare.
- The units must possess the latest industry standard for RFID should it become available during the term of the contract.

### 3.3.2 Payment Types

Units must accept U.S. quarter, dime, and nickel coins.

- Units must be able to detect and reject foreign coins and slugs. If the coin slot is jammed (inoperable), the unit should still accept credit card and cell phone payments.
- If the coin slot is jammed, the system should alert city officials via email.
- Debit and credit card acceptance is required and shall include at least Visa and MasterCard.
- The units must have Payment Card Industry (PCI) Level 1 Certification (<https://pcisecuritystandards.org/>) and be able to provide proof of certification. PCI Certification must be achieved through a third party audit process. The provision of voluntary security scan reports and questionnaires as proof of compliance will not be acceptable.
- Vendor must maintain PCI compliance for the duration of the contract and send proof of compliance annually.
- Must provide specific information regarding services, material, and equipment needed from other vendors or suppliers that is required for the system to work as proposed. **Such specific information should include, but is not limited to, specific payment processor, payment gateway, or other unique merchant requirements for the system, and any and all associated costs, broken down independently, if borne the City. Gateway fees and wireless fees must be included in the pricing (see Price Summary Page at the end of Section 4).**
- All transactions must meet or exceed the latest security requirements (encryption) for wireless financial data communications as of the date a contract is executed by all parties.
- The vendor will explain the methodology used in detecting fraudulent cards.
- Demonstrated integration with Pay-by-phone technology is not mandatory, but strongly preferred.

### 3.3.3 Display

- Shall be easily readable under various daytime and nighttime light conditions.
- Backlighting is mandatory, and the length of backlighting and the degree to which the lighting is prevalent must be programmable to make the display lengths last longer or display brighter



- Glass must be crack and glare resistant
- Must maintain normal operation within -10 degrees Fahrenheit to 150 degrees Fahrenheit, especially for locations in humid environments where condensation can occur.
- Shall be programmable to display rate information, maximum time allowed, and current time on meter.
- The display should be able to accommodate custom messages.
- Meters should blink red if expired and green when paid and be visible from 20 feet away.

### **3.3.4 Instructions to Paying Customers**

- Instructions should be provided in English.
- Proposals shall include additional language choices that are available and any associated costs.
- A minimum of 3 multiple language choices are preferred (especially Spanish, Portuguese and Haitian Creole).

### **3.3.5 Keypad**

- The keypad must be vandal resistant, weather-proof and corrosion resistant.
- At any stage of the purchase a cancel option shall be available that allows the customer to terminate the transaction without being charged if the customer wishes to terminate the transaction.

### **3.3.6 Coin Changer/Acceptor**

- Coin slot shall accept all coins through a single slot.
- Coin chute must have an anti-back up device to prevent coin retrieval.
- Must reject fraudulent coins and foreign coins immediately.

### **3.3.7 Credit Card Reader & Operation**

- Meters should utilize swipe or partial-insertion type credit card readers, so that customers maintain control of the card at all times. Meters should not internally “park” credit or debit cards.
- The credit card reader must be modular and easily removed for easy servicing.

### **3.3.8 ADA Compliance**

- All meters must be compatible with the current Americans with Disabilities Act (ADA) requirements as of the date of submission of proposals.
- Controls and operating mechanisms shall be operable from the pedestrian access route with one hand and shall not require tight grasping, pinching or twisting of the wrist.
- Instructions, such as rates and hours of operation, shall be displayed on the front vertical surface of the meter.

### **3.3.9 Power Supply**

- Units must be battery and solar-power operated and utilize wireless communication

technology. Batteries must be able to be changed without use of significant tools.

- Batteries must be rechargeable with a minimum life of 300 charges.
- Battery re-charge stations must be included in the offer to accommodate an adequate back-up supply of batteries.
- Solar powered batteries must last at least three (3) years before needing replacement.
- Proposals shall include a 3 year warranty and detailed specifications for batteries and solar systems.
- It is desirable that the units have a viewable low battery indicator.
- Low battery indicator and alarm through viewing of remote software is required.
- Low battery alarms should be emailed to city officials when low voltage will impact operational ability.

### **3.3.10 Serviceability**

- All internal components are to be environmentally sealed, water resistant and operational in conditions within -10 degrees Fahrenheit to 150 degrees Fahrenheit. Proposals shall explain how unit components are protected from moisture, dust, and other factors that might cause an operational failure. Components should be easily interchangeable without the use of significant tools.
- City Staff shall have the capability to program parking rates, meter operation times, enforced rate pool, messages displayed on meter, and customized maintenance and revenue reports.

### **3.4 Data Management**

- All data (operational & financial) must communicate with remote data management software and must be viewable 24 hours a day, 7 days per week, by various staff, both on and off site. Vendor must provide specifications and details regarding the data management software used. This includes licensing, warranty, and maintenance information and costs.
- Vendor must provide software support and ongoing assistance to city officials for management system for the duration of the contract.
- If a customer paid with a credit card, the data management software must allow City staff to look up transaction history by credit card number to view the time and location of the transaction. Vendor must provide specifications and details regarding the management software used. This includes licensing, warranty, and maintenance information and costs.
- Software must meet the current version of the Payment Card Industry Data Security Standards (PCIDSS) in effect at the time a contract is executed.
- Critical operational failure data or alarms must be transmitted to e-mail or cellular communication immediately upon failure occurring.
- The units shall be capable of wireless communication to a remote communication center and transmit financial data, activity reports, and operational status of unit.
- Proposals shall explain in detail how their wireless communication system works, and provide specific information regarding services, material, and equipment needed from

other vendors or suppliers that is required for the system to work as proposed.

- All desktop software shall be Windows 2000, XP, and Windows Vista compatible. All databases shall be Windows 2000/XP and Windows Vista compliant. The software must compile reports for revenue, maintenance, parking space and parking meter usage. The ability to generate or program custom reports is required.
- The system must be able to create ad hoc reports about the meter operations on a daily basis. Parking management software shall, at a minimum have the ability to generate the following reports, it is also preferable that these reports can be cross tabulated:
  - a. Revenue by meter, at all times, in all disciplines of monies collected
  - b. Operation status by meter
  - c. Date and time stamps for all operational events (failures, low battery, coin jams, vehicle arrival/departure, etc.)
  - d. Date, time, type and amount of each transaction
  - e. Enforcement data
- Reporting structure must be customizable to meet the City's operational needs, including Software must be capable of displaying real time mapping of unit status and location. Status should include at a minimum any warnings or alarms, time remaining and expired spaces.

#### **3.4.1 Revenue Audit Capabilities**

- Units shall transfer financial data to remote data management software, provided and maintained by the vendor at all times.
- Proposal must identify all equipment, software, hardware, and services required at the designated remote site.
- Unit shall be accurate to within 99% of actual deposit (both coin and credit).
- Resetting the meter or loss of power must not affect audit figures held in memory.
- Full reporting capabilities as specified above in Data Management.

#### **3.5 Training**

Successful Vendor shall provide a minimum of five (5) hours of onsite training for a minimum of five (5) personnel on an individual basis or in a group setting as approved by the City for the operation and maintenance of the units. Manuals for operation and maintenance are to be provided upon delivery and installation of the units. Proposals shall include information regarding training programs for technicians and staff responsible for:

- Start up, maintenance, and repair
- Programming through the management software
- Reporting and internal auditing
- Data file collection, credit card file downloading and processing

#### **3.6 Inventory of Parts**

Successful Vendor shall provide a complete list of spare parts, including pricing, for unit. Parts must be described as proprietary or nonproprietary. Proposals shall include the most current list of spare parts and pricing as a separate attachment to the cost proposal.

### **3.7 Customer Service / Warranty**

- Vendor must provide a point of contact that can be reached 24 hours a day, seven days per week.
- Vendor guarantees, for a period of two (2) years from the date of installation, to repair and/or replace any part or component determined to be defective in material or workmanship under normal use and service at no additional cost to the City.
- As stated in Section 4.0, the price proposal shall include (on a separate line item) pricing and terms for an optional extended service warranty to include parts and labor.

### **3.8 City Options**

The City, at its option, at any time during the future agreement, may purchase any or all meters (including domes) for a set amount each less a credit of the amount for each paid month the meter was in service. The per-meter credit will be capped at a maximum value.

Upon satisfaction by City of such purchase conditions, Contractor shall transfer any and all of its right, title and interest in the equipment subject to the future agreement to City "as is," except that such equipment shall be free and clear of any liens created by Contractor or third-party claimants. Should this purchase option be exercised during the initial one year term of the future agreement, the remaining warranty will remain in effect.

### **3.9 Deliverables**

The Offeror shall consider the below items as mandatory deliverables according to the SOW. All items noted below will be reviewed by the Traffic and Parking Department's POC. The Vendor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in an inspection report for submission to the City. The Vendor shall follow through to assure that all City and Vendor identified defects or omissions in the contract requirements are corrected.

Vendor will deliver the following to the City of Somerville within 60 days of contract commencement:

- All 130 meters and associated parts substantially at the same time.
- Two (2) complete sets of all operating parts and technical repair manuals (can be electronic/digital copies).

## **SECTION 4.0 PRICING**

The City is requesting a base three (3) year contract term with a possible two (2) year extension, for a total contract term of up to five (5) years. The extension beyond the initial three years is subject to Board of Aldermen approval. This RFP seeks pricing for a total of **5 years** for single-space, multiple-payment-option meters. Pricing will be held constant for the full term of the five-year total contract period. The City is open to other creative payment options that will maximize the tax payers' dollars. The price proposal includes pricing for 130 single space Smart Parking Meters, price per month for every operational use of the meters, extended warranty options, etc.

Interested Vendors are encouraged to conduct site surveys of the current street meter system prior to submitting proposals.

The Offeror shall provide a complete list of spare parts, including pricing, for unit. Parts must be described as proprietary or nonproprietary. Price proposal shall include the most current list of spare parts and pricing as a separate attachment to this section.

Proposals shall include, on a separate line item, pricing and terms for an optional extended service warranty to include parts and labor.

#### **4.1 Payment options**

The Offeror shall respond to two payment options as follows:

##### **4.1.1 A three (3) year lease-to-own option**

Monthly lease costs will be paid in installments following commencement of on-site delivery of the meters and shall be proportionally prorated based upon the number of installed meter-days per month. Invoiced monthly amounts will be payable on a Net 30 day basis with a one percent (1%) discount if paid within seven (7) days following the first day of each month thereafter (or the date the invoice is received, whichever is later) throughout the term of the negotiated agreement. Payment of any invoice shall not be deemed a waiver of any dispute.

##### **4.1.2 A five (5) year lease-to-own option**

Monthly lease costs will be paid in installments following commencement of on-site delivery of the meters and shall be proportionally prorated based upon the number of installed meter-days per month. Invoiced monthly amounts will be payable on a Net 30 day basis with a one percent (1%) discount if paid within seven (7) days following the first day of each month thereafter (or the date the invoice is received, whichever is later) throughout the term of the negotiated agreement. Payment of any invoice shall not be deemed a waiver of any dispute.

**(SEE NEXT PAGE FOR PRICING SHEET)**

**PRICE SUMMARY PAGE**  
(to be submitted in separately sealed envelope labeled accordingly)

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
Single Space Parking Meter – per specifications			
Gateway fees and wireless fees			
Complete List of Spare Parts (Provide attachment with parts & pricing)			Attached
<b>Pricing Options:</b>			
Option 1 – Operation Use of Meter (Lease to Own Three Years)			
Option 2 – Operation Use of Meter (Lease to Own Five Years)			
<b>Optional:</b>			
Extended Warranty (Provide Attachment that details all costs)			

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

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

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

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

**SIGNATURE OF AUTHORIZED INDIVIDUAL:**

\_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA:**

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

## **SECTION 5.0 FORMS**

### **Required Form Submissions by Offeror**

1. Certificate of Signature Authority
2. Somerville Living Wage Ordinance
3. Certificate of Non-collusion and Tax Compliance
4. Reference Form (use attached or Offeror may submit own reference format)
5. Vendor TIN Certification Form

### **Post Award**

1. Insurance Certificate
2. Certificate of Good Standing
3. W-9 Form (If new vendor)



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

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

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

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

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

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

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

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

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

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

4. **ATTEST:**

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

**AFFIX CORPORATE SEAL HERE**

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

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

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





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

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

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

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

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

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.

3. The LLC is managed by (**check one**) a     Manager or by its     Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

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

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

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

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

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



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

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

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

**Definition of "Living Wage":** For this contract or subcontract, as of **7/1/2013** "Living Wage" shall be deemed to be an hourly wage of no less than **\$11.89** 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 **7/1/2013** is **\$11.89** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

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

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

CITY OF SOMERVILLE

Rev. 08/01/12



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REFERENCE FORM**

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

**IFB Title: # 14-08 On-Street, Single-Space Credit Card Capable Parking Meters**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_



## CITY OF SOMERVILLE, MASSACHUSETTS

**JOSEPH A. CURTATONE**  
**MAYOR**

### Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

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TIN

---

Signature

---

Printed Name of Person signing

---

Company

---

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143  
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344  
[www.somervillema.gov](http://www.somervillema.gov)



## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

#### A. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

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

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

#### Certificate Should Be Made Out To:

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

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

AUTHORIZED REPRESENTATIVE

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

Thank You,

Purchasing Director

**APPENDIX A**  
**SAMPLE CONTRACT**

CONTRACT FOR SUPPLIES AND SERVICES

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

Contract No.: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

P.O. No.:

P.O. Amount: \$ \_\_\_\_\_

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

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

**ACCORDING TO THE SCOPE OF WORK CONTAINED HEREIN.**

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

\_\_\_\_\_  
\_\_\_\_\_  
+\_\_\_\_\_

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

**WHEREAS**, the City seeks the following services: \_\_\_\_\_ (hereinafter, the "Services"); and

**WHEREAS**, the procurement of such services is:

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

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

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

**ARTICLE I. VENDOR'S SERVICES/SUPPLIES**

The Vendor shall provide the Services and/or Supplies described in \_\_\_\_\_, Scope of Work (SOW), attached and made part hereof.

**ARTICLE II. TERM AND/OR DELIVERY**

**A. Term.**

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

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

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

through written notice to the Vendor.

**B. Delivery (Applicable to Supplies Only).**

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

**ARTICLE III. PRICE AND/OR COMPENSATION**

**A. Price (Applicable To Supplies Only).**

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

**B. Payments.**

1. The City agrees to pay the Vendor according to the SOW page in **Appendix**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with M.G.L. c30B.
3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

**C. Invoicing.**

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

**ARTICLE IV. DEFAULT; TERMINATION; REMEDIES**

**A. Events of Default.**

The following shall constitute events of default under this Contract:

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

**B. Termination Upon Default.**

In the event of a default by the Vendor, the City, acting through its Chief Procurement

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

**C. Termination For Convenience.**

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.

2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

**D. Obligations Upon Termination.**

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

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

**E. Rights and Remedies.**

1. The City shall have the right to:
  - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
  - b) temporarily withhold payment pending correction by the Vendor of any



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

#### **ARTICLE V. INSURANCE**

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix** \_\_\_\_\_ attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring thirty (30) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

#### **ARTICLE VI. GENERAL PROVISIONS**

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings

between the parties and may not be changed unless mutually agreed upon in writing by both parties.

- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **M046 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full

force and effect.

- K. Notice.** The parties shall give notice in writing by one of the following methods: (I) hand-delivery; (ii) facsimile (iii) certified mail, return receipt requested; or (iv) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor at the address set forth herein or the following

Tel #:

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

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

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

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

Appendix A – Notice to Offerors / Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Work (SOW)

Appendix D – Proof of Insurance

Appendix E – Forms

The above-described appendices are, by this clause, made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or

inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

## **ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR**

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

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

by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

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

#### **ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)**

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

#### **ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)**

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

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

**CITY OF SOMERVILLE**

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

\_\_\_\_\_  
Edward Bean  
City Auditor

\_\_\_\_\_  
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
Angela M. Allen  
Purchasing Director

\_\_\_\_\_  
(Dept Head Name)  
(Dept Head Title)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Francis X. Wright, Jr.  
City Solicitor

**VENDOR**

X\_\_\_\_\_  
Signature of Authorized Agent of Vendor

\_\_\_\_\_  
Printed Name of Authorized Agent of Vendor

\_\_\_\_\_  
Title of Authorized Agent of Vendor

\_\_\_\_\_  
Street Address of Vendor

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
TIN or FID #

**FOR CORPORATIONS ONLY:**

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

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Print or Type Clerk's Name