

SOLICITATION FOR:
**ARCHITECTURAL AND DESIGN SERVICES FOR THE COMMERCIAL
PROPERTY IMPROVEMENT PROGRAM**

REQUEST FOR PROPOSALS (RFP)
#14-20 RE-BID



CITY OF SOMERVILLE, MASSACHUSETTS

POSTED:
October 30, 2013

DUE BY:
November 13, 2013 at 11:00 a.m. EST

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

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SECTION 1.0 INSTRUCTORS TO OFFEROR

1.1 General

- The City of Somerville, Office of Strategic Planning and Community Development (OSPCD) acting through the Purchasing Department, seeks the services of a qualified Architectural Consultant to provide design services for the Commercial Property Improvement Program (CPIP). It is the City's intention to award a contract for a period of one (1) year commencing in the autumn of 2013.
- 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 and 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.
- On and after **October 30, 2013** the solicitation may be downloaded from the City's Purchasing web page: <http://www.somervillema.gov/departments/finance/purchasing/bids>. Additional copies of the solicitation may be obtained from the Purchasing Department by emailing the point of contact and the cover page of this RFP, or by visiting in person to request a hard copy 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 5.0 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 Massachusetts General Laws (MGL).

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original and one (1) disk (CD and/or DVD) of the non-price, technical proposal marked: "Non-Price Proposal— Architectural and Design Services for the Commercial Property Improvement Program". The second envelope includes one (1) original and two (2) copies of the price proposal marked "Price Proposal— Architectural and Design Services for the Commercial Property Improvement Program". Please send the complete sealed package to the attention of the Angela M. Allen, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00 a.m., on Wednesday, November 13, 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, Director of Purchasing at the address above; by fax number (617) 625-1344 or through e-mail to 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	October 30, 2013
Deadline for submitting questions	November 6, 2013, 11:00 am
Responses due, screened and evaluation begins	November 13, 2013, 11:00 am
Anticipated award	November 2013
Estimated service commencement	November/December 2013

1.5 Evaluation and Award Processes

All submissions will be evaluated by an in-house selection committee whose members will be designated by the Purchasing Agent ("the Committee"). The Committee will rank all candidates without regard to the fee, after which the fee proposal envelope shall be opened and the Committee will make a final ranking based on both qualifications and fee. The Committee may choose to select the three (3) highest ranked Applicants to be interviewed. If so, the short-listed Applicants will be notified by the Purchasing Agent, either by mail, fax, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto. Each Applicant should therefore be prepared to travel to Somerville for an interview with its key personnel including the team leader and additional key personnel who will be working on the project on a day-to-day basis. The City will not assume any travel costs related to these interviews. Within a reasonable period of time after the last interview, the Committee shall select the successful Applicant based on qualifications, fee, and performance at the interview.

If the fee proposed by the selected applicant exceeds the City's budget, the City reserves the right to negotiate the fee downward. If such negotiations are unsuccessful, the City reserves the right to select the next highest ranked applicant and negotiate the fee, until a qualified applicant and a fee within budget have been achieved.

1.5.1 Evaluation Methodology

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. In general, the selection of the finalists will be based, at minimum, on the following criteria:

- Personnel qualifications
- Past performance
- Financial stability and capacity
- Professional registrations
- Qualifications of proposed teaming partners (sub-consultants)

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city. As the technical responses approach equality, price will become more important in making the awarded determination. In the event that two or more responses are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower-priced proposal. It should be noted that award may be made to other than lowest-priced proposal if the City determines that a price premium is warranted due to technical merit. The city may also award other than the highest technically rated response, if the City determines that a price premium is not warranted.

Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all responses if it determines that the criteria set forth have not been met.

1.6 Technical (Non-Price) 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. At minimum, the City will rank the top three candidates into “competitive range” as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your technical volume should contain the following information in this particular order:

1. Cover Letter
2. Quality Requirements Form
3. Qualifications and Experience of the Firm
4. Personnel Qualifications
5. Past Performance
6. Completed Forms

- Non Collusion & Tax Compliance Form
- Certificate of Authority
- Somerville Living Wage Ordinance
- Vendor TIN Form
- Addendum Acknowledgement(s) (if applicable)

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.

1.6.1 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 will be disqualified.

1.6.2 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.

1.6.3 Qualifications and Experience of the Firm

The proposer shall include qualifications and experience of the firm. 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 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. Other areas to address:

- Experience working with a diverse group of customers and end users
- Experience with Federal labor wage rates (Davis-Bacon)
- Experience in Community Development Block Grant (CDBG) funded projects
- Experience with local governments and other public agencies developing detailed plans that help implement infrastructure and long-range planning efforts
- Experience in building community consensus and working collaboratively with community groups to address issues of concern

1.6.4 Personnel Qualifications

The qualifications of the proposed employee(s) who will work on this contract (sub-contractors / teaming partners included), including resumes, licensure documentation if applicable (with dates)

and any other items that demonstrate the required experience meeting the SOW. Additionally please discuss the responsibilities of all personnel by use of narrative and flow chart if needed.

1.6.5 Past Performance

The Offeror shall provide references for minimum of three contracts/orders, of which two must be with the Government customers, that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Please include the Period of Performance, contract dollar value, name, telephone number and email of the contact person at each and a description of the nature of the work. The City reserves the right to use itself as a reference / past performance. Please utilize the below format for all three references:

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

1.6.6 Forms

All listed forms stated in Section 6.0 shall be filled out by the Offeror and submitted in the technical volume. Failure to do so may deem your proposal non-responsive

1.7 Price Proposal Format

1.7.1 Cover Letter

Include a cover letter that 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.

1.7.2 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 14-20 Re-bid.

1.8 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 1-4 or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Is the Offeror capable of providing the Architectural Consultant Services for the Commercial Property Improvement Program (CPIP), as described in the project summary?		
2.	Has the Offeror provided the Names, Resumes and Mass. Professional Registration #'s for the Team Members assigned to this project?		
3.	Has the Offeror five (5) or more years of experience in providing similar services to other Government entities?		
4.	Has the Offeror provided references for minimum of three contracts/orders, of which two are with the government customers, that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified?		
5.	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 1-4 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 sections in the technical proposal response. Subcontractors, if applicable, must be also included.

1.9 Comparative Evaluation Criteria without Regard to Price

The purpose of information requested in this section is to assist the City in evaluating the Offeror's overall qualifications, including its methodologies technical abilities, financial stability, and previous experience and qualifications of individual members of the Project Team and the

proposed consultants. 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:

1.9.1 FACTOR 1 – 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 contracts/orders, of which two (2) must be with government 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 work described in the SOW.

References will be contacted to determine if the vendor is responsive and responsible. References will be asked about their overall impression of the vendor, capacity, quality of work performed, understanding of factors affecting implementation, and the timeliness of services provided.

Highly Advantageous: High degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation.

Advantageous: Fair degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation.

Not Advantageous: Poor degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation.

Unacceptable: Unrelated past performance or no response

1.9.2 FACTOR 2 – Key Personnel

The degree to which the Offeror's proposed key personnel resumes demonstrates the Offeror's ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience. Please include copies of all MA Professional Registration numbers.

Highly Advantageous: High degree of demonstration that the individual(s) have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Advantageous: Fair degree of demonstration that the individual(s) have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Not Advantageous: Poor degree of demonstration that the individual(s) have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Unacceptable: Unrelated personnel or no response

1.10 Price

As the technical responses approach equality, price will become more important in making the awarded determination. In the event that two or more responses are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower-priced proposal. It should be noted that award may be made to other than lowest-priced proposal if the City determines that a price premium is warranted due to technical merit. The city may also award other than the highest technically rated response, if the City determines that a price premium is not warranted.

1.11 Rule for Award

Past performance and key personnel are not as significant as price. The contract shall be awarded to a responsible and responsive proposer submitting the most advantageous response, non-price factors and price considered.

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. 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 **11:00 a.m. November 6, 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 INVOICING REQUIREMENTS

Each invoice shall be e-mailed to the designated billing office at the following address:

David Guzman, Economic Development Planner
City of Somerville, OSPCD
dguzman@somervillema.gov

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for delivery of property of performance of services;
- 3) Description, price, and quantity and services actually delivered or rendered;
- 4) Shipping and payment terms;
- 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- 6) Other substantiating documentation or information as required by the contract.

The consultant may invoice the City of Somerville on a per-project basis as the City accepts each deliverable as conceptual design, construction docs and bid packages, and final reports. The City will pay the Consultant on a fixed price per deliverable as follows:

1. Conceptual drawings, comprised of two (2) different schematics per grantee. Once approved by OSPCD staff, the Consultant shall submit final drawings, along with plans, specifications, and budgets.
2. Construction Documents and Bid Packages shall include a proposal form, general conditions, and special conditions. Supporting documents will include final drawings, design, plans and specifications.
3. Final reports per grantee documenting the construction process and indicating that construction was performed as proposed.

There is **no** allowance for reimbursable expenses in addition to the contracted fee for architectural services. The Consultant should consider all reimbursable expenses as part of the bid price and included in the cost of each project.

SECTION 4.0 SCOPE OF WORK (SOW)

4.1 Background

The City of Somerville Mayor's Office of Strategic Planning and Community Development (OSPCD) has established the Commercial Property Improvement Program (CPIP) to provide businesses and commercial property owners with design and financial support in the renovation or restoration of commercial building facades. The CPIP is a design-based approach to revitalize key business districts in Somerville by improving the exterior appearance and appeal of commercial shops while also enhancing the urban realm.

The CPIP provides a reimbursable matching grant for approved commercial property improvements depending on project size and scope.

For smaller projects, CPIP will provide one hundred percent (100%) reimbursement of eligible costs, up to a maximum of \$7500. Architectural design fees may be included in the total cost of eligible improvements; however, the City will reimburse the architectural services consultant up to a maximum of \$2,000 for conceptual façade design. The participant will be obligated to pay the balance of architectural design fees. Smaller projects consist of installation of new lighting, awnings or signage.

For larger projects, those with more substantial rehabilitation, funding may also consist of a matching grant in which the City reimburses the participant fifty percent (50%) of the total eligible project cost up to a maximum limit established by OSPCD. Architectural fees may be included in the total cost of eligible improvements but may not exceed (10%) ten percent of the approved reimbursement cost. Larger projects consist of renovation or restoration of architectural details, the installation of energy efficient windows and entrance systems, lighting, signage and new awnings.

The City intends to procure on-call architectural services for CPIP projects with a menu of pricing options as deliveries are performed.

4.2 Scope

The on-call architectural services consultant to be retained by the City will provide architectural service support to Participants through the completion of the project. This includes individual onsite consultations (detailed below) and completion of construction documents for the façade portion of the project, to the satisfaction of the City and the Participant.

The City will enter into a contract with the chosen Consultant, which may be a person, a corporation, a partnership, or a joint venture. The CPIP Program Coordinator will oversee the contract. Submitted bids must demonstrate that the Consultant and any members of the project team have the specific experience outlined in this request.

4.3 Specifications / Requirements

The duties and responsibilities are listed as follows:

The Consultant shall assist the City under the direction of the CPIP Coordinator with the design component of a given project. Specific tasks include:

- Meeting onsite with selected Program participants and providing technical and design assistance for the improvement of the commercial facade;
- Providing two (2) conceptual facade designs per individual participant;
- Providing sets of construction documents for the approved facade improvements, plan and budgets per individual applicant;
- Performing project design reviews; submission of conceptual facade designs to the Special Permit Granting Authority or Design Review Committee, if applicable.
- Preparing bid documents and bid packages for distribution
- Opening bids with the Grantee, (choice of contractor is at Grantee's discretion)
- Review ongoing construction work, certify payment requests and assure compliance with design and construction specifications, and
- "as needed" services to supplement the services provided by the staff of the Office of Strategic Planning and Community Development

Architectural services fees paid to the retained architectural services consultant will be limited by each project's size, complexity and proposed scope. Depending on project's size and scope, the consultant will be compensated as the following table indicates.

For smaller projects involving manufacturing and installation of awnings, signage and lighting.

Services	Unit	City Contribution	Participant Contribution
One (1) set of two conceptual facade designs	EA	Up to a maximum of \$2,000	Remaining balance paid by participant
One (1) set of construction documents and bid packages	EA	None	Paid by participant
One (1) set construction observation engagements and final report	EA		

For larger projects, those that involves elements such as structural repair, installation of storefront, window and access systems, or the similar.

Services	Unit	City's Match	Participant's Match
One (1) set of two conceptual facade designs	EA	Up to a 10% of reimbursable project cost to the participant or \$3,500, whichever is less once project is complete.	Remaining balance paid by participant
One (1) set of construction documents and bid packages	EA		
One (1) set construction observation engagements and final report	EA		

4.4 The Consultation Process

The CPIP Participants, with the assistance of the retained Consultant, will obtain design services based on the following procedure:

- Participant files an application for architectural and design services once CPIP Program Coordinator has screened the project's technical and financial feasibility
- Participant meets with Consultant for initial project discussion and agreement on project's scope, complexity and architectural services fees.
- Consultant assesses the feasibility of the requested Improvements by the Participant. If Improvements are deemed not feasible, the Consultant will make that determination in writing to the CPIP Program Coordinator.
- Program Coordinator, the Consultant and the Applicant meet on-site to discuss cost-feasible commercial property improvements.
- The Consultant prepares and submits two (2) Conceptual Façade Designs as requested by the Program Coordinator. These will be in the form of color renderings presented first to OSPCD and will include (tentative) initial cost estimates.
- The Consultant shall meet with OSPCD to review the Conceptual Façade Designs and shall, thereafter, meet with the Participant to review the Conceptual Façade Designs. As part of these meetings, the Consultant shall review with OSPCD and the Participant any significant architectural features and design alternatives. Typical projects will require a rendered perspective or elevation illustrating the building façade improvements, written scope of work and specifications with listing of colors and materials. Complex projects may require schematic designs with more detailed sketch plan, elevation, wall section, and architectural details.
- Consultant will provide one (1) color copy of the Final Design drawings to the Participant, one (1) color copy of final presentation drawings to OSPCD and one (1) electronic file of all final presentation drawings and base plans/photographs on a CD-R disk. Design drawing submittals will be on 11" X 17" paper with the Consultant's titleblock and the City of Somerville information block stating that these drawings are for the City of Somerville Commercial Property Improvement Program. The file type of all drawings shall be in Adobe Portable Document Format.
- All project designs, base plans and photographs submitted to OSPCD become the property of the City of Somerville and may be utilized in future promotional materials or workshops sponsored by the City of Somerville. Consultant may also use a project design for their C.V.
- If the Project requires a Special Permit either from the Planning Board or the Special Permit Granting Authority, the Participant will be obligated to file an application and prepare an informational package for these Boards. It's the participant responsibility to attend on the Board's meeting and secure the Special Permit.
- Upon approval of Final Design by OSPCD, the Program Coordinator will request to the Participant to coordinate with the Consultant the preparation of a set of construction documents. The City will require three itemized bids from licensed and insured contractors for the improvements. Bids packages must incorporate Davis-Bacon wage

rates for all contractors' employees; the Program Coordinator will supply the Davis-Bacon prevailing wages.

- Participant and Consultant will review all the bids to determine if submissions reflect the proposed improvements discussed and in the final drawings.
- Upon selection of participant's contractor, the Consultant shall meet with the Participant's Contractor for a pre-construction conference, to explain the specifications of the Final Design.
- Consultant certifies that the improvements comply with the final design approved by OSPCD.

4.5 Period of Performance

The period of performance is one (1) year from contract execution.

4.6 Place of Performance

All services, delivery and other required support shall be conducted throughout the City of Somerville, at the OSPCD planning office, and other locations designated by the OSPCD. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

4.7 Hours of Operation

The awarded Vendor shall schedule his working hours to coincide with the working hours of the City. The normal working hours are 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

4.7.1 Holidays

2013 holidays are as follows. 2014 holidays will be furnished to the awarded consultant by OSPCD.

Tuesday January 1	New Year's Day
Monday January 21	Martin Luther King Day
Monday February 18	Presidents' Day
Monday April 15	Patriots' Day
Monday May 27	Memorial Day
Monday June 17	Bunker Hill Day
Thursday July 4	Independence Day
Monday September 2	Labor Day
Monday October 14	Columbus Day
Monday November 11	Veterans' Day
Thursday November 28	Thanksgiving Day
Friday November 29	Thanksgiving Friday
Tuesday December 24	Christmas Eve (half day)
Wednesday December 25	Christmas Day

*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at

such times, the Vendor shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

Unless otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

4.7.2 Inclement Weather Days

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the OSPCD POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

4.8 Government Furnished Materials

The City of Somerville will not be providing any furnished materials to the awarded vendor throughout this contract.

4.9 Vendor Furnished Materials

The awarded vendor will provide all personnel, equipment, tools, materials, supervision and all other items to perform tasks listed in Section 4.3.

4.10 Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The project manager may at his/her sole discretion, remove any vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department.

4.11 Deliverables:

The Offeror shall consider the below items as mandatory deliverables according to the specification. All items noted within the table will be reviewed by OSPCD. 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.

4.11.1 Deliverable Details

The Consultant will be retained for architectural consulting services on projects within the specified contract period up to a maximum of six (6) CIP projects. The consultant will develop final drawings, construction documents and a final review for a maximum of (6) six businesses.

The consultant will provide the following specific products:

1. Two (2) alternative conceptual façade designs per project, they shall be presented in two (2) hard copies and one (1) in an electronic format as a PDF extension. The conceptual

designs should discuss in text and graphics, feasible and cost-efficient improvements previously discussed with the business or property owner on the subject of the façade improvement. It should include current colored photographs of the façade with illustrations of recommended improvements.

2. Construction drawings, cost estimates and Bid package shall include selection of materials, products and colors; should be deliver in two (2) hard copies and one (1) in an electronic format, and in itemized quotations on a per product basis. The proposer will prepare and coordinate bid packages for distribution to prospective bidders. Bid packages will include a proposal form, general conditions, and special conditions. Supporting documents will include final drawings, design, plans and specifications. The bid package will be delivered to the City, to potential bidders and the grantee, both in written and electronic format.
3. A final report documenting the construction process and indicating that construction was performed as proposed. The report should include final drawings, plan, cost estimates, contractor and sub-contractor information, photographs of the renovated façade, and a timeline description of the main events of the construction project.

See Following Page for Deliverable Summary Sheet

ARCHITECTURAL AND DESIGN SERVICES FOR THE COMMERCIAL PROPERTY IMPROVEMENT PROGRAM

<i>Objective</i>	<i>Required Service</i>	<i>Performance Standard</i>	<i>Method of Evaluation / Inspection</i>	<i>Timeline</i>
To obtain quality design drawings to visualize participant's proposed Commercial Property improvement ideas	Submission of design drawings (3 scheme alternatives per participant) and initial cost estimates	Submission of design drawings as specified in the Scope of Work.	Consultant delivery of final drawings to OSPCD Economic Development Division.	As coordinated by the CPIP Program Coordinator
To secure three quotes from licensed contractors to determine potential project cost	Preparation of construction documents and bid package. Release of construction bids.	Submission of construction documents and bid form as specified in Scope of Work.	Delivery of construction documents and bid template by Consultant to the OSPCD Economic Development Division.	Three weeks after design plans are approved by OSPCD CPIP Program Coordinator.
To determine if construction work reflects the proposed improvements as approved design.	Consultant to evaluate on-site and deliver a report to confirm the Scope of Work was performed according to plans and specifications. Consultant to prepare a Final report.	Submission of Final Report certifying that construction is complete as specified in construction documents.	Submission of final report by Consultant to OSPCD Economic Development Division.	One week after participant notifies in writing that construction is complete.

SECTION 5.0 PRICING

The undersigned proposes to supply and deliver the materials and/or services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

ARCHITECTURAL AND DESIGN SERVICES FOR THE COMMERCIAL PROPERTY IMPROVEMENT PROGRAM

The Offeror proposes to furnish and deliver the services specified at the following price(s).

Notes:

- All quantities are estimates.
- Hourly fees are provided in the event that a limited amount of additional, related services are needed to complete the work of this contract.
- Contract will be for a Firm Fixed Price, with the City paying for portions of the work as indicated above, and the commercial property owner paying for the remaining services.

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
(A) Smaller Projects: Awnings, Signage, Lighting	One (1) set of two (2) conceptual façade designs	<u>5</u>	EA	<u> </u>	
	One (1) set of construction documents and bid packages	<u>5</u>	EA	<u> </u>	
	One (1) set construction observation engagements and final report	<u>5</u>	EA	<u> </u>	
	<p>There is no allowance for reimbursable expenses in addition to the contracted fee for architectural services. The Consultant should consider all reimbursable expenses as part of the bid price and included in the cost of each project.</p> <p style="text-align: right;">SUBTOTAL:</p>				

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
(B) Larger Projects: (see examples of larger project types in Section 4.3)	One (1) set of two (2) conceptual façade designs	<u>4</u>	EA	<u> </u>	
	One (1) set of construction documents and bid packages	<u>4</u>	EA	<u> </u>	
	One (1) set construction observation engagements and final report	<u>4</u>	EA	<u> </u>	
	<p>There is no allowance for reimbursable expenses in addition to the contracted fee for architectural services. The Consultant should consider all reimbursable expenses as part of the bid price and included in the cost of each project.</p> <p style="text-align: right;">SUBTOTAL:</p>				

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
Hourly Fee	Hourly Fee Schedule				
	Principal / Project Manager	1	HR		
	Associate	1	HR		
	Designer	1	HR		
	Other: _____	1	HR		

**PLEASE SEE FOLLOWING PAGE
FOR PRICING FORM AND SIGNATURE**

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS:_____

CITY/STATE/ZIP:_____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

SECTION 6.0 FORMS

Required Form Submissions by Offeror

1. Non collusion & tax compliance form
2. Certificate of authority
3. Somerville living wage ordinance
4. Vendor TIN form
5. Addendum acknowledgement(s) (if applicable)

Post Award

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

APPENDIX A
SAMPLE CONTRACT

**Professional Services Agreement
By And Between
The City Of Somerville
Acting through its Purchasing Department
for the _____
AND
_____**

Contract #: _____

Contract Amount: \$ _____

PO #: _____

P.O. Amount: _____

Contract Period:

Contract For:

Vendor:

ACCORDING TO SCOPE OF WORK (SOW) CONTAINED HEREIN

**PROFESSIONAL SERVICES 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