

SOLICITATION FOR:

**2014-2015 Youth Development Program
RFP #14-95**



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:

5/28/14

DUE BY:

6/9/14 at 11:00am EST

DELIVER TO:

**City of Somerville
Purchasing Department
Attn: Alex Nosnik
93 Highland Avenue
Somerville, MA 02143**

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**2014-2015 Youth Development Program
RFP #14-95
PROPOSERS CHECKLIST**

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

- ☐ Cover Letter
- ☐ Bidder's Checklist

Non-Price Proposal

- ☐ Quality Requirements/Minimum Selection Criteria
- ☐ Somerville Living Wage Form
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority
- ☐ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- ☐ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- ☐ Reference Form (or equivalent may be attached)

Price Proposal

- ☐ Budget Summary Page
- ☐ Acknowledgement of Addenda

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

**BIDDING INSTRUCTIONS FOR
2014-2015 Youth Development Program
Bid No. RFP #14-95**

Enclosed you will find a request for proposal for: programs that provide youth development services to at-risk youth of the City of Somerville.

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department
City of Somerville
93 Highland Avenue
Somerville, MA 02143.**

- Bids submitted must be an original
- **A complete bid consists of all documents listed in Sections 2.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.**
- A complete BID must also include a cover letter signed by an official authorized to bind the 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.**
- 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 **May 28th, 2014** 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 Budget Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original and one (1) copy of the non-price technical proposal marked: “Non-Price Proposal—2014-2015 Youth Development Program”. The second envelope includes one (1) original and one (1) copy of the price proposal marked “Price Proposal— 2014-2015 Youth Development Program”. Please send the complete sealed package to the attention of the Alex Nosnik, Assistant Director, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on June 9th, 2014.**

(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 concerning this solicitation must be submitted in writing to: Alex Nosnik, Assistant Director, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before June 3rd, 2014 @ 11:00am EST.** Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to ANosnik@somervillema.gov. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City’s website for any updates, addendums, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

1.4 Pre-Proposal Conference / Meeting

Not applicable.

1.5 Bidding Schedule

Key dates for this RFP:

RFP Issued	5/28/14
Deadline for Submitting Questions to RFP	6/3/14
Bids Due and Opened	6/9/14 –11:00 A.M.
Anticipated Notice of Contract Award	6/23/14
Services Commence	7/1/14
Contract Completion Date	6/30/15

Responses must be delivered by **6/9/14 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Alex Nosnik, 93 Highland Avenue, Somerville, MA 02143.

SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

1.1 Background

Drawing from its successful engagement of the City's youth and its long-standing and highly productive relationship with youth-focused community organizations, this scope of services will be managed by the City of Somerville's Recreation Department. The City believes that this scope will add significant value to its portfolio of community engagement activities. Furthermore, the City hopes to increase opportunities for youth to become integrated into the City more broadly, to decrease violence, to become more employable, and to gain invaluable leadership skills.

2.2 Scope of Work

The result of this RFP will be a Grant Service Agreement with a community-based non-profit (501c3) organization. The selected organization will be responsible for running various youth-focused community organizing activities and programs. These activities will be focused on at-risk youth and will work towards integrating them into a diverse range of community activities. The vendor will provide personnel and training materials (curriculum, etc.) for the successful completion of program activities.

2.3 Specifications / Requirements

The following items are considered specific requirements for the successful completion of this contract.

- Proposer must have significant experience working with at-risk youth in urban areas.
- Proposer must have significant experience building successful linkages between diverse community stakeholders, and across organizations and City departments.
- Proposer must have significant experience designing, launching, and managing job preparedness programs and activities in urban settings and with diverse beneficiaries.
- Proposer must be able to create successful partnerships within complex urban contexts.

2.4 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, 2, 3, or 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.	Proposer must have worked with Somerville youth for 8+ years.		
2.	Proposer must have the capacity to oversee and train at-risk teens to become youth organizers.		
3.	Proposer must have the ability to work with at-risk youth to develop and strengthen relationships with Police, City officials, and local organizations.		
4.	Proposer must be a 501c3 Non-Profit Organization.		

In order to provide verification of affirmative responses to items 1, 2 and 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.

2.5 Comparative Evaluation Criteria

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

Factor 1: Number of years of experience with Somerville youth.	
Highly Advantageous	Having worked with Somerville youth for an extensive number of years
Advantageous	Having worked with Somerville youth for a limited number of years
Not Advantageous	No experience with Somerville youth.

Factor 2: Number of years of experience trainings youth organizers.	
Highly Advantageous	Extensive experience training youth organizers
Advantageous	Moderate experience training youth organizers

Not Advantageous	No experience training youth organizers.
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Factor 3: Factor on how the proposal will be judged – what do they need to do?	
Highly Advantageous	Extensive existing relationships with City of Somerville Police, City officials, and local organizations.
Advantageous	Moderate existing relationships with City of Somerville Police, City officials, and local organizations.
Not Advantageous	No existing relationships with City of Somerville Police, City officials, and local organizations.

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

2.6 Period of Performance

The period of performance for this contract is 1 year beginning on 07/01/2014 and ending on 06/30/2015.

2.7 Place of Performance

All services, delivery and other required support shall be conducted at City of Somerville and other locations designated by the Recreation Department's point of contacts. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

2.8 Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may at his/her sole discretion, to the right the vendor to remove any and 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.

2.9 Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this

contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

2.10 Deliverables:

The Offeror shall consider the below items as deliverables according to the SOW. All items noted within the table will be reviewed by the Recreation Department project manager and overseer. 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 contractor shall follow through to assure that all City and Contractor identified defects or omissions in the contract requirements are corrected.

See following page

Youth Development Program

<i>Objective</i>	<i>Required Service</i>	<i>Method of Evaluation / Inspection</i>	<i>Timeline</i>
Develop youth leadership.	Build the leadership abilities and skills of 25-40 youth participants.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing
Develop youth organizing skills.	Identify 10-15 youth organizers to work on a Somerville youth conference.	Monthly Progress Report and Monthly Progress Meetings.	By spring 2015.
Improve youth behavior and positivity.	Implement a behavior management system and intensive feedback system.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing
Collaboration and coordination.	Develop opportunities for intra-City collaboration, such as having youth outreach coordinators develop programming options during drop-in nights.	Monthly Progress Report and Monthly Progress Meetings.	Monthly
Somerville peace conference.	Plan, develop, and host Somerville conference for up to 500 attendees focused on issues of youth and peace.	Monthly Progress Report and Monthly Progress Meetings.	By April 2015.
Dialogue between youth and public officials.	Conduct 3-7 meetings between Somerville youth and public officials.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing.

Decrease violence and negative youth behaviors.	Through a comprehensive set of program activities, decrease violence and negative youth behaviors in the targeted communities.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing.
Dialogue between youth and public officials.	Conduct 3-7 meetings between Somerville youth and public officials.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing.
Civic dialogue.	Increase youth engagement in civic dialogue across various organizations and settings.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing.
Youth leadership.	Increase the leadership ability and skills of youth participants.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing.
Employability and Life skills.	Significantly increase employability and life skills of youth participants.	Monthly Progress Report and Monthly Progress Meetings.	Ongoing.

SECTION 3.0
RULE FOR AWARD

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

**SECTION 4.0
BUDGET SUMMARY**

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

2014-2015 Youth Development Program

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

PROGRAM BUDGET FORM 7/1/14-6/30/15

Instructions: Add line items not listed which are specific to your project

Budget Expenses

Administrative

Salary	_____
Fringe	_____
Other Program	_____
Admin. Expen.	_____
(specify)	_____

Sub Total _____

Direct Services

Staff Salary	_____
Fringe	_____
Rent	_____
Utilities	_____
Other (specify)	_____

Sub Total _____

Total _____

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

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

ACKNOWLEDGEMENT OF ADDENDUMS:

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

SECTION 5.0 FORMS

5.1 Required Submissions (included with response)

5.1.1 Proposers Checklist

5.1.2 Quality Requirements Form

5.1.3 Reference Sheet

5.1.4 Non-Collusion & Tax Compliance Form

5.1.5 Certificate of Signature Authority

5.1.6 Somerville Living Wage Ordinance Form

5.1.7 Vendor TIN Certification Form

5.2 Required Submissions (to be provided post award)

5.2.1 Certificate of Good Standing: The **awarded vendor** must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this solicitation.

5.2.2 Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

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Certificate of Authority (Limited Liability Companies Only)

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

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

(Complete Name of Limited Liability Company)

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

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

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

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

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

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

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



Certificate of Authority (Corporations Only)

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

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

(Insert Full Name of Corporation)

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

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

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

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

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____

(Date Must Be on or after Date Officer Signed Contract/Bonds)



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

* 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

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Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

REFERENCE FORM

Bidder: _____

IFB Title: # 14-06CD Waste Transfer Station - Demolition

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.

TIN

Signature

Printed Name of Person signing

Company

Date



SECTION 6.0 INSTRUCTIONS TO OFFEROR

6.1 General Information & Submission Instructions

6.1.1 Bid Delivery

Responses must be delivered by **June 9th, 2014 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Alex Nosnik, 93 Highland Avenue, Somerville, MA 02143. Four (4) copies of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

6.1.2 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 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 perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

6.2 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 Proposal response should contain all forms outlined in the Proposers Checklist in the order that they appear.

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 with tabs is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's

name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

6.2.1 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.

6.2.2 Qualifications & Experience

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer 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 proposer may include any additional literature and product brochures.

6.2.3 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.

6.3 Price Proposal Format

6.3.1 Cover Letter

Include a cover letter to 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.

6.3.2 Budget Summary Page

Please complete the attached budget summary form included in Section 4.0 of this document.

6.3.3 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 90 days following the bid opening.

6.3.4 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to

the products or services listed. Prices are to remain fixed for the contract period of performance.

6.3.5 Estimated Quantities

The City of Somerville has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

6.4 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

6.5 Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

6.6 Hours of Operation

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

6.6.1 Holidays

Holidays are as followed:

New Year's Day	<u>Memorial Day</u>	Columbus Day
Martin Luther King Day	Bunker Hill Day	Veterans' Day
Presidents' Day	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Thanksgiving Friday
	Christmas Eve (half day)	<u>Christmas Day</u>

Please visit <http://www.somervillema.gov/> for the City's most recent calendar.

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

If the awarded Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the

previous or following work day, unless specified otherwise.

6.6.2 Inclement Weather Days

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

6.6.3 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

6.7 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

6.8 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

6.9 Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

6.10 Unbalanced Bids

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

6.11 Brand Name "or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as

to whether an alternate brand is equal to the brand specified.

6.12 Warranty

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

6.13 Contract Term Length

The contract will remain in effect for **one (1) year**, from **on /about July 1st, 2014 to on/ about June 30th, 2015**.

6.14 Invoicing

The Vendor will mail an invoice to the ordering Department after completion of the service and be authorized by a work order. All invoice submissions must include a Vendor Work Order which was signed by the Department Head, or his/her designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

6.15 Electronic Funds Transfer (EFT)

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

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

6.16 Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

6.17 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Alex Nosnik, Assistant Director, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before June 3rd, 2014 @ 11:00am EST**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to ANosnik@somervillema.gov. Written responses will be mailed or

faxed to all bidders on record as having picked up the RFP. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

SECTION 7.0 GENERAL TERMS & CONDITIONS

7.1 Taxes

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

7.2 Freight on Board (FOB)

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

7.3 Unit Price

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

7.4 Price Reduction

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

7.5 Guarantees

The 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.

7.6 Indemnification

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

7.7 Insurance

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations

or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

7.8 Independent Contractor

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

7.9 Complete Agreement

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

7.10 Assignment

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

7.11 Subcontractors

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

7.12 Governing Law

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

7.13 Enforceability

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

7.14 Conflict of Interest

The 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.

7.15 Termination

7.15.1 For Cause

The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition

for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

7.15.2 Termination for Convenience

The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

7.15.3 Payment by the City

Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

7.15.4 Contractor's Duties Upon Termination For Convenience

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

7.16 Discrimination

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

7.17 Interpretation of Specification / Terms

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to Alex Nosnik, Assistant Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: ANosnik@somervillema.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline. No requests or questions will be accepted after **11:00am on June 3rd, 2014**.

7.18 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.

7.19 Samples

All qualified proposers may be requested to submit samples.

7.20 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.

7.21 Payment

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

7.22 Extension of Contract

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

- a. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.
- b. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

7.23 Laws and Regulations

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

7.24 Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

APPENDIX A

SAMPLE GRANT AGREEMENT

CITY OF SOMERVILLE GRANT AGREEMENT MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT

This Grant Agreement, dated the day of __, 2014 is made between the City of Somerville, acting by and through the Mayor's Office of Strategic Planning and Community Development ("OSPCD"), 93 Highland Avenue, City Hall, Somerville, Massachusetts 02143 (the "City" or "Grantor") and __, a Massachusetts Non-Profit Corporation with a usual address of ("Grantee").

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with U.S. Department of Housing & Urban Development (the "Funding Source") to fund a portion of the cost of the Project, with Community Development Block Grant (CDBG) funds;

WHEREAS, the City has agreed to comply with the regulations and directives issued by the Funding Source and to perform the observe the terms and conditions of the Grant Agreement; and

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- A. GRANT AMOUNT: \$ _____.
- B. FUNDING SOURCE: _____ .
- C. SCOPE OF SERVICES: The Grantee shall perform the work described in Exhibit A attached hereto and made a part hereof.
- D. TIMETABLE FOR ADVANCES OF GRANT FUNDS:

[X] upon receipt of properly documented invoices
[] in one lump sum at the commencement of the agreement
[] other, please explain: _____
_____.
- E. TERM OF GRANT: This Agreement shall commence on the date first set forth above and expire on _____, except that the Grantee shall complete the work on or before _____.
- F. REPRESENTATIONS AND CERTIFICATIONS:
1. Organization: The Grantee is a duly organized and validly existing nonprofit corporation 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
 2. Authority: This Agreement has been duly executed and delivered on behalf of Grantee by its _____pursuant 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.

3. *Tax and Contributions Compliance* . The Grantee 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 Grantee's federal tax identification number is: _____ The Grantee 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 Grantee, the Grantee agrees to reimburse the City for the amount of the fine.

4. *Lobbying*: _ No Federal appropriated funds have been paid or will be paid, by or on behalf of any party to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of the Grant or any modification thereof. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the party shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. The language of this certification be included in any sub grants or contracts and all subrecipients shall certify and disclose accordingly.

5. *Nondiscrimination*: The Grantee shall ensure that no person on the ground of race, color, national origin, sex or disability is excluded from participation in, or denied the benefits of, or subjected to discrimination in any program or activity funded in whole or in part by CDBG funds. The Grantee shall comply with HUD regulations entitled "nondiscrimination Based on Handicap in Federally Assisted Programs and HUD activities" 24 C.F.R. 8 et seq.

6. *Conflict of Interest*: Except for paying salaries and other related administrative or personnel costs, the Grantee shall ensure that no employee, agent, consultant, officer or elected or appointed official of the Grantee shall obtain any personal or financial interest or benefit from the Project for themselves or for those with whom they have family or business ties, during their tenure or within one year thereafter.

7. *Uniform Administrative Requirements* If the Grantee is a governmental entity (including a public agency), the Grantee shall comply with the uniform administrative requirements set forth in 24 C.F.R. 570.502.

8. *Quarterly Progress Reports*. During the term of this Agreement, the Grantee shall submit to the City on or before, October 15th, January 15th, April 15th and July 15th a Progress Report Appendix D hereto.

9. *Compliance with Funding Source Regulations*: If this grant is funded with Emergency Shelter Program funds, the Grantee shall comply with regulations enacted pursuant to the Stewart B. McKinney Homeless Act at 24 CFR 576 *et seq.*, including without limitation, the obligation to provide matching funds equal to or greater than the amount of the Emergency Shelter Grant. The Grantee has agreed to provide \$_____ in matching funds for this grant.

If this grant is funded with a Community Development Block (CDBG) grant funds, the Grantee shall comply with CDBG regulations at 24 CFR 570 *et seq.* Without limiting the generality of the foregoing, upon the expiration or earlier termination of this Agreement, the Grantee shall transfer to the City any CDBG funds on hand at the time of such expiration or termination, along with any accounts receivable attributable to CDBG funds. Program income, if any, received by the Grantee prior to such expiration or termination may be retained by the Grantee, provided such program income is rolled over to fund the same services the following year.

G. NOTICE:

Whenever notice is required under this contract, such notice shall be in writing and shall be hand-delivered, or mailed certified/return receipt, or faxed with a "transaction report" or similar machine-produced evidence or facsimile transmission: a) if to the City, addressed to Office of Strategic Planning and Community Development, 93 Highland Avenue, Somerville, MA 02143, or faxed to 617-625-0722; or b) if to the Grantee, addressed to the address on the signature page of this contract or to such other address as the Grantee has given to the City in writing, or to the Grantee's fax number: _____. Notice shall be deemed given on the date of mailing or faxing by the party giving such notice.

H. TERMINATION:

1. For Cause: Either party shall have the right to terminate this contract for nonperformance upon fifteen (15) days written notice to the other party. The City shall have the right to terminate this Agreement immediately by written notice of termination if:
 - a) the Grantee has made any material misrepresentation; or
 - b) a judgment or decree is entered against the Grantee approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
 - c) the Grantee 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
 - d) the Grantee seeks or consents or acquiesces in appointment of any trustee or receiver or is the subject of any other proceeding under which a court assumes custody or control over the Grantee or of any of the Grantee's property; or
 - e) if the Grantee become a defendant in a levy or any attachment or execution, or a debtor in an assignment for the benefit of creditors; or
2. For convenience: The City shall have the right to terminate this Agreement, without cause, by thirty (30) days written notice of termination to the Grantee, except that the City shall have the right to terminate this Agreement immediately if funding is not appropriated for this project.
3. The Grantee's obligations upon termination with or without cause are as follows:
 - a) immediately cease work and cease incurring expenses, and
 - b) surrender to the City the Grantee's work product, whatever its state of completion; and the City shall have the right to use such work product without further compensation to the Grantee: and
 - c) return all items whatsoever belonging to or supplied by the City.
4. The City's obligations upon termination, which shall not exceed the unpaid balance of this Agreement, are as follows:

- a) pay of all reasonable and documented costs incurred by the Grantee prior to termination; and
- b) compensate the Grantee for non-terminable obligations properly incurred by the Grantee prior to Notice of Termination; provided, however, that the Grantee shall use its best efforts to mitigate the cost of such non-terminable obligations, and shall in no event incur any new obligations after the date specified in the notice of termination.

5. The acceptance by the Grantee of the last payment of services paid in the event of termination of this Agreement, shall in each instance, operate as and be a release to the City of Somerville, and every member and agent thereof, from all claims and liability to the Grantee for everything done or furnished for or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except for those written claims submitted by the Grantee to the City with the last payment requisition; and except that such acceptance shall not release the City from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the City or its employees.

6. In Additional Rights and Remedies of City: In addition to its right to terminate this Agreement, the City shall have the right to:

- a) disallow all or any part of the Grantee's invoices not in compliance with this agreement; and/or
- b) temporarily withhold payment pending correction by the Grantee of any deficiency; and/or
- c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Grantee obligations hereunder; and/or
- d) complete the work using another Grantee and shall hold the Grantee liable for the difference between the cost of completion and the contract amount; and/or
- e) pursue remedies under any bond provided; and/or
- f) pursue such other remedies as may be available to the City.

I. INSURANCE:

The Grantee 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 C attached hereto and made a part of this Agreement. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring thirty (30) days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Grantee shall deliver to the City new certificates of insurance at least ten (10) 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. Grantees who do not carry workers' compensation coverage shall certify in writing that they do not have any employees. Any Grantee which is a Department of the City shall be exempt from these insurance requirements and shall not be subject to the following indemnification clause.

J. INDEMNIFICATION:

The Grantee shall defend the City of Somerville in all causes of action, suits, claims and demands and shall indemnify and hold the City harmless from and against all damages, loss or expense, including reasonable attorneys' fees, suffered by the City as a result of any willful or negligent acts or omissions of the Grantee, its agents, employees, or subcontractors arising out of the performance of this Agreement.

K. INDEPENDENT CONTRACTOR: The Grantee is an independent contractor and is not an employee of the City.

L. COMPLETE AGREEMENT: This Agreement supersedes all prior agreements and understanding between the parties. No amendment shall be effective unless it is in writing, signed by all parties.

M. ASSIGNMENT/SUBCONTRACTING: The Grantee shall not assign or subcontract all or any part of this Agreement without the prior written consent of the City.

N. GOVERNING LAW: This Agreement shall be governed by the laws of the United States of America and the Commonwealth of Massachusetts.

O. SEVERABILITY: The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.

P. APPENDICES

The attached Appendices are incorporated and made a part of this Agreement:

Appendix A - Scope of Work

Appendix B - General Contract Terms & Conditions
(Applicable to federally funded contracts)

Appendix C - Insurance

Appendix D - Quarterly Progress Report Form (select appropriate progress report for
CDBG or ESG-funded agreement)

Appendix E - Certificate of Good Standing (for corporations only)

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City of Somerville and the Grantee have executed this Grant Agreement as a sealed instrument as of the date first written above.

I hereby certify that there is
an unencumbered balance of
\$.00
available for this grant and
furthermore that this sum is
hereby encumbered against the
appropriate account for the
purpose of this Agreement.

Edward Bean, City Auditor

Angela M. Allen
Purchasing Director

Approved as to Form:

Francis X. Wright, Jr.
City Solicitor

CITY OF SOMERVILLE

Joseph A. Curtatone, Mayor

Michael F. Glavin
Executive Director, SPCD

GRANTEE

Name of Grantee:
Signature of Grantee: _____

Name of Signer:
Title:
Address:

Tax Identification Number:

For corporate Grantees only:

Print Name of Clerk: _____

Signature of Clerk