

**SOLICITATION FOR:**  
**SOCIAL IMPACT CODING INITIATIVE**  
**RFP #14-97**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASED:**  
**June 11<sup>th</sup>, 2014**  
**DUE BY:**  
**June 25<sup>th</sup>, 2014 at 11:00am EST**

**DELIVER TO:**  
  
**City of Somerville**  
**Purchasing Department**  
**Attn: Michael Richards**  
**93 Highland Avenue**  
**Somerville, MA 02143**

## **SOCIAL IMPACT CODING INITIATIVE**

### **RFP #14-97 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**

- \_\_\_\_\_ Price Summary Page
- \_\_\_\_\_ Acknowledgement of Addenda

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

**BIDDING INSTRUCTIONS FOR  
SOCIAL IMPACT CODING INITIATIVE  
Bid No. RFP #14-97**

The City of Somerville is soliciting proposals from qualified vendors, who shall partner with the City of Somerville, the SomerPromise Department, and the Somerville Public Schools (and in particular the SomerPromise program) to develop technology-based tools that will deliver strong social impact outcomes preferably in the areas of education, workforce development and/or general government as part of the 2015 Coding Initiative. The vendor will provide all labor and services necessary that, at a minimum, meet the specifications. It is also requested that the proposed vendor have significant experience working on civic-oriented technology-based tools for municipalities. The successful Proposer will be required to furnish and provide these services for the City of Somerville Coding Initiative commencing August 1, 2014 and ending November 30, 2015.

It is expected that the selected vendor will provide strategic guidance during the project and advise City of Somerville if more effective solutions than those requested should be considered. Therefore, it is requested that the proposed vendor have previous experience working with municipalities on civic-oriented coding initiatives. This document is intended to describe the overall desired scope of the project and proposed execution, with further discussion and modifications anticipated as necessary. The successful proposer must be able to demonstrate the experience to provide the requested coding services for the City of Somerville that, at a minimum, meet the specifications in this document, must meet all minimum evaluation criteria, and must submit a completed proposal. All Proposers submitting a proposal must be familiar with and able to comply with all Massachusetts General Laws (MGL).

**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 **6/11/14** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 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 two (2) copies of the non-price technical proposal marked: "Non-Price Proposal—Social Impact Coding Initiative". The second envelope includes one (1) original and two (2) copies of the price proposal marked "Price Proposal— Social Impact Coding Initiative". Please send the complete sealed package to the attention of the Michael Richards, Procurement Analyst, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on 6/25/14.**

(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: Michael Richards, Procurement Analyst, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 6/18/14 @ 4:30pm EST**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mrichards@somervillema.gov](mailto:mrichards@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 Invitation for Bid:**

|  |                    |
|--|--------------------|
| RFP Issued                               | 6/11/14            |
| Deadline for Submitting Questions to RFP | 6/18/14 – 4:30pm   |
| Bids Due and Opened                      | 6/25/14 – 11:00am. |
| Anticipated Contract Award               | 6/27/14            |
| Services Commence                        | 8/1/14             |
| Contract Completion Date                 | 11/30/15           |

Responses must be delivered by **6/25/14 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143.

## **SECTION 2.0**

### **SPECIFICATIONS/SCOPE OF SERVICES**

#### **2.1 Background**

Somerville is an innovative community that prides itself on a collaborative approach to meeting its residents' needs, taking a leadership role in building a culture and environment where everyone has the opportunity to access the resources requisite to thrive. The City's 20-year strategic plan, *SomerVision*, serves as a guiding document for continuous strategic improvement of a community that places an emphasis on youth and families. ***SomerVision: Somerville's Comprehensive Plan 2010-2030*** is based on "community-generated values" that resulted in a 20-year vision whose ultimate goal is to "ensure that our city continues to be an exceptional place to live, work, play and raise a family."

More than 52 different languages are spoken among Somerville families, and Somerville Public Schools (SPS) demographics paint a picture of a uniquely diverse city. According to 2012-2013 SPS enrollment figures, more than 60% of Somerville's student population is comprised of ethnic groups traditionally considered in the minority. More than 40% of SPS students are Hispanic, 12.2% are African American, and 9.1% are Asian. More than 51% of students in the Somerville Public Schools list a first language other than English, compared to a 17.3% rate across the Commonwealth. Nearly 70% of SPS students qualify for Free or Reduced Lunch, twice the percentage among all Massachusetts students; 20.9% have Special Education needs (vs. 17% statewide); and 15.2% are Limited English Proficient, compared to 7.7% in Massachusetts. It is significant to note that of the nearly 5,000 students in the Somerville Public Schools, more than half face multiple risk factors.

SomerPromise is a strategy from the Mayor's office designed to help make and support cross-sector connections and to secure, leverage, and align resources. The strategy has an early focus on supporting Birth to age 8 efforts. SomerPromise plays a critical role in connecting partners and resources to support families and youth, with a focus on initiatives that will lead to improved student outcomes. We focus on aligning and mobilizing resources to address academic, social, and environmental factors that affect student success. We are committed to equity and excellence in children's lives during and out of school from cradle to career.

The selected vendor will be working in coordination with three City entities – direct content oversight provided by Somerville Public Schools, in particular the SomerPromise program; data support oversight provided by Somerstat; logistical support provided by the Communications Department; and collaboration with a local community partner, as needed.

The goal and end result from successful completion of this contract, is the consistent participant satisfaction of the provided service.

#### **2.2 Scope of Work**

With the issuance of this RFP the City of Somerville is seeking a partner with whom to develop technology-based tools that will deliver strong social impact outcomes preferably in the areas of education, workforce development and/or general government as part of the 2015 Coding Initiative. Services required will include:

- assessment of areas of greatest need in education, workforce development, and general government in collaboration with appropriate City staff
- complete development of technology-based tool(s) that address the areas of greatest need
- collaboration with City partners when appropriate
- publication of the code for the developed technology-based tool(s) as open source
- training of 4 to 6 City staff in open government and data-based decision making

It is expected that the selected vendor will provide strategic guidance during the project and advise the City if more effective solutions than those requested should be considered. It is requested that the proposed vendor have previous experience developing technology-based civic tools for municipalities. This document is intended to describe the overall desired scope of the project and proposed execution, with further discussion and modifications anticipated as necessary.

Please provide the following:

A detailed plan for the scope of services, describing the services and process that will be provided to accommodate the City of Somerville Coding Initiative specifications. Please include detailed information in response to what is being requested in the specifications to meet the Library's requirements

## 2.3 Principles and Objectives

Principles for the technology-based tool(s) to be developed in partnership with the City of Somerville and the Somerville Public.

- **Strong social impact in the areas of education, workforce development, or general government**

Must address a clear and compelling educational, workforce development or municipal need

- **Be dependable**

Resulting tool(s) must function reliably

- **Be intuitive**

Resulting tool(s) must be easy to use require minimal training or documentation

- **Be standardized**

Code should support hosting, development interface and management standardsmodity hosting standards

- **Be open source**

The code for resulting tool(s) must be open source

## 2.4 Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form in Section 5.0 and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

Please present a description of the Proposer's qualifications in response to the Evaluative Criteria in Section 5.0. The Proposer should respond briefly to each item listed in Section VI Comparative Evaluation Criteria, and included all requested documentation. When preparing this portion of the proposal, the Proposer should clearly identify and respond to each comparative evaluation criteria.

**Vendor qualifications must include:**

The Cover Letter shall introduce the vendor and establish the vendor's interest in providing the services to the City of Somerville. Present a summary of the proposal and the vendor's understanding of the project, and identify what the vendor believes to be the key project issues stressing the vendor's approach to the scope of work.

***Brief history***

Provide a brief history of the bidder's company including a general company overview, background, and ownership. This history should include location, size, and scope of past projects which were implemented by the bidder.

***Hosting and development experience***

Provide a narrative description of the bidder's experience with the development of technology-based, open source civic tools for municipalities.

***Project commitment***

Describe the current project commitment, and the total equivalence of full-time employees being dedicated to this project.

***Industry knowledge***

Provide evidence of advanced knowledge of current and emerging civic technology.

***Bidder staff qualifications***

Identify the person(s) to be designated a project manager. The City expects that the project manager shall be available by telephone on all occasions for discussion with City Director, or her designee; and shall be locally available for meetings in person if necessary. Provide a complete list of qualified employees and/or subcontractors who will work on this project. If you propose to sub-contract any portion of your work, then identify what tasks will be assigned to sub-contractors.

The bidder must commit dedicated, skilled employees and sub-contractors to provide professional services to the City of Somerville. The City shall retain the right to reject any of the Provider's employees and/or subcontractors whose qualifications do not meet the standards established by the City as necessary for the performance of the Agreement.

Bidder staff qualifications must be completed and submitted with the proposal.

***Client references***



Provide a comprehensive list of municipalities, for whom the bidder has provided similar services within the last year; include the dates when services were provided. Provide contact information for three references (name, phone, email). The City may contact clients from the list as references for the bidder.

***Financial responsibility***

Provide financial documentation as evidence of adequate financial stability, including company revenue; net operating income; earnings before income taxes, total assets; and number of employees.

Any proposed subcontractors, whose percentage of work to be performed (measured as percentage of total Agreement price) equals or exceeds 20 percent, must submit the required information also.

**2.5 Period of Performance**

The period of performance for this contract begins on August 1<sup>st</sup>, 2014 and ends on November 30<sup>th</sup>, 2015.

**2.6 Place of Performance**

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

**2.7 Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the vendor to remove any vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

**2.8 Vendor Personnel**

Not applicable.

**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 Government Furnished Materials**

The City will provide office space, desks, and phones for the Fellows when on-site in the City of Somerville.

#### **2.11 Contractor Furnished Materials**

Not applicable.

#### **2.12 Additional Proposal Submission Documents**

The following documents must be submitted with your bid, and will be taken into consideration during the evaluation process:

- A. Link to online portfolio of past projects
- B. A letter designating a specific individual whom will act both as project manager and the primary point of contact with the City. Please provide telephone and fax numbers, e-mail address and mailing address for this person.
- C. Capitalization and ownership structure, including names and titles of principal owners.

#### **2.13 Deliverables**

The Offeror shall consider the below items as deliverables according to the SOW. All items noted within the table will be reviewed by SomerPromise's 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.

The vendor will aid in the evaluation of needs and subsequent development of a technology-based tool(s) that will yield a strong social impact preferably in the area of education, workforce development, or general government according to the following framework. The project will be carried out by three Somerville Coding Initiative Fellows:

|                            |  |
|----------------------------|--|
| <b>Fellows Recruitment</b> | Starting immediately in August 2015, vendor recruits and selects passionate individuals with skills in technology, design, and management who want to dedicate a year to public service. Fellow selection is highly competitive. Applicants are evaluated by a selection |
|----------------------------|--|

|                               |  |
|-------------------------------|--|
|                               | committee composed of vendor staff, and industry and government leaders.   |
| <b>Fellows Training</b>       | Fellows participate in a one-month intensive training experience covering relevant topics associated with government, industry and technology and will do a deep dive into learning about Somerville. Training also continues throughout the year.   |
| <b>Residency</b>              | During February 2015 the fellows will be on site in Somerville working with the designated City team. Goals during this month include learning how Somerville and the Somerville Public Schools (and in particular the SomerPromise program) operate, gathering information about the proposed program focus, building a network of government, community and developer support, and brainstorming ideas and solutions with industry leaders and city staff. City is expected to provide tours of major departments and training in the major functions of the city, set up appropriate meetings between the Fellows and staff, and to make the necessary introductions to city employees in order to ensure a successful Program. City will host the Fellows on site in city offices and provide them with space to work. |
| <b>Solution Building</b>      | Over the course of the Program on site in Somerville and off site, fellows will conduct interviews and research to inform and drive solutions. They will focus on developing applications that drive engagement, transparency and efficiencies preferably in the areas of education, workforce development and general government. They will also catalyze the community in addressing civic issues and facilitate collaborations between cities to leverage existing resources and share best practices.  |
| <b>Program Conferences</b>    | Vendor will hold two conferences. One, in the fall of 2014, will introduce the City Coordinator (and other city staff as appropriate) to the 2015 program. The other, in the fall of 2015 will bring together government partners, government, industry and tech leaders to review and share progress, stories and further opportunities.  |
| <b>Wrap-Up &amp; Hand Off</b> | The last two months are dedicated to wrapping up the program and ensuring City has a plan to sustain the solution(s) and continue collaboration going forward. Events may be scheduled in Somerville to formally transition the work accomplished during the Initiative.   |

#### Projected Milestones

|   |                             |
|---|-----------------------------|
| Recruitment of Fellows for 2015 Program | By August 30, 2014          |
| Fall Conference 2014                    | September, 2014             |
| 2015 Program Begins                     | January 2015                |
| Fellows Training                        | January 2015                |
| City Residency                          | February 2015               |
| Solution Building                       | March 2015 – September 2015 |
| Final Conference 2015                   | Fall 2015                   |
| Wrap-Up and Hand Off                    | October – November 2015     |
| Program Completed                       | November 30, 2015           |

**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).

The City plans to award one contract to the responsive and responsible proposer offering the best proposal meeting the current specifications.

**SECTION 4.0  
PRICING**

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:

**SOCIAL IMPACT CODING INITIATIVE**

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. The City of Somerville will not be responsible for reimbursing travel and travel-associated costs. Prices are to remain the same for the entire contract period.

| ITEM NO | SUPPLIES/SERVICES   | EXPECTED COMPLETION              | DELIVERABLES/ACTIONS | FIXED PRICE |
|---------|---------------------|----------------------------------|----------------------|-------------|
| Stage 1 | Fellows Recruitment | August 30 <sup>th</sup> , 2014   |                      |             |
| Stage 2 | Fellows Training    | January, 2014                    |                      |             |
| Stage 3 | Residency           | February, 2015                   |                      |             |
| Stage 4 | Solution Building   | March – September, 2015          |                      |             |
| Stage 5 | Final Conferences   | Fall 2015                        |                      |             |
| Stage 6 | Wrap-Up & Hand Off  | November 30 <sup>th</sup> , 2015 |                      |             |
|         |                     |                                  | <b>NET PRICE</b>     |             |

**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



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Purchasing**  
**JOSEPH A. CURTATONE**  
**MAYOR**

## QUALITY REQUIREMENTS FORM

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 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

| QUALITY REQUIREMENTS |  | YES | NO |
|----------------------|--|-----|----|
| 1.                   | <u>Five (5) years or more of experience</u> in providing similar services to other Municipalities or companies?        |     |    |
| 2.                   | Can you provide all the City of Somerville Coding Initiative specification requirements as described in this proposal? |     |    |
| 3.                   | Can you work with the City and Somerville Public Schools to complete their goals as described?                         |     |    |
| 4.                   | Does the Vendor have previous experience working on technology-based civic tools, as requested?                        |     |    |
| 5.                   | Have you included your references, as requested in the proposal specifications?  |     |    |
| 6.                   | Will you comply with the City of Somerville's Living Wage Ordinance?   |     |    |
| 7.                   | <u>Optional:</u><br><br>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 through 6 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.

## 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: Offeror has prepared a complete submission addressing all required points in RFP and meeting the specifications:

|                            |  |
|----------------------------|--|
| <b>Highly Advantageous</b> | Offeror has prepared a more than acceptable submission including all requirements.     |
| <b>Advantageous</b>        | Offeror has prepared an acceptable submission including all requirements.              |
| <b>Not Advantageous</b>    | Offeror has prepared a less than acceptable submission not including all requirements. |

### Factor 2: Has the Vendor provided documentation to your satisfaction, that s/he will be a comparable partner in the development of a technology based tool(s) for the City of Somerville and Somerville Public Schools?

|                            |   |
|----------------------------|---|
| <b>Highly Advantageous</b> | The Vendor has provided more than satisfactory documentation that he can complete the requirements of the scope of work and specifications. |
| <b>Advantageous</b>        | The Vendor has provided satisfactory documentation that he can complete the requirements of the scope of work and specifications            |
| <b>Not Advantageous</b>    | The Vendor has provided less than satisfactory documentation that he can complete the requirements of the scope of work and specifications. |

### Factor 3: The Vendor has provided acceptable documentation, describing the experience with developing technology-based, open source tools for municipalities.

|                            |   |
|----------------------------|---|
| <b>Highly Advantageous</b> | The Vendor has provided more than acceptable documentation, describing their experience with the development of technology-based, open source tools for municipalities. |
| <b>Advantageous</b>        | The Vendor has provided acceptable documentation, describing their experience with the development of technology-based, open source tools for municipalities.           |
| <b>Not Advantageous</b>    | The Vendor has provided less than acceptable documentation, describing their experience with the development of technology-based, open source tools for municipalities. |

#### Factor 4: Review of References.

|                            |   |
|----------------------------|---|
| <b>Highly Advantageous</b> | Positive response from three or more references               |
| <b>Advantageous</b>        | Positive response from two references that are generally good |
| <b>Not Advantageous</b>    | One negative response from a reference                        |

#### Factor 5: Experience of Staff assigned to manage account

|                            |   |
|----------------------------|---|
| <b>Highly Advantageous</b> | Key Personnel assigned to project have at least 5+ years experience.  |
| <b>Advantageous</b>        | Key Personnel assigned to project have at least 3-4 years experience. |
| <b>Not Advantageous</b>    | Key Personnel assigned to project have at least 1-2 years experience. |

## **REFERENCE FORM**

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

**IFB Title:** \_\_\_\_\_

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:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

| <u>Name</u> | <u>Title</u> |
|-------------|--------------|
|             |              |
|             |              |
|             |              |

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

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

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

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



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

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

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

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

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

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

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

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

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

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

4. **ATTEST:**

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

**AFFIX CORPORATE SEAL HERE**

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

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

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



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

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

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

**Definition of "Living Wage":** For this contract or subcontract, as of 7/1/2013 "Living Wage" shall be deemed to be an hourly wage of no less than \$11.89 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

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\* Copies of the Ordinance are available upon request to the Purchasing Department.

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

CITY OF SOMERVILLE

Rev. 06/27/13

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.



## 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 **6/25/14 at 11:00AM EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation title 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 Price Summary Page**

Please complete the Price Summary Form in Section 4.0. Prices are to be fixed, lump sum prices for the deliverables and actions in each of the six stages of the project. Travel and travel-associated expenses will not be reimbursed by the City.

### **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         | Memorial Day             | 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) | Christmas Day       |

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

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

If the awarded 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 **on /about 8/1/2014 to on/ about 11/30/2015** with a project start date of on or about **8/1/2014** and an estimated **completion date** of **11/30/2015**.

### **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: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 6/18/14 @ 4:30pm EST**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mrichards@somervillema.gov](mailto:mrichards@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 effected 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 Michael Richards, Contract Manager, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: mrichards@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 **4:30 P.M. on June 18<sup>th</sup>, 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 CONTRACT**

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

Contract No.:

Contract Amount: \$

P.O. No.:

P.O. Amount: \$

Bid No.:

Contract Period: to

Contract For: Description Of Supplies/Services

Vendor: Vendor Name  
Vendor Address  
town, state zip  
phone

**ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.**

**SUPPLY AND SERVICES CONTRACT  
BY AND BETWEEN  
THE CITY OF SOMERVILLE  
AND  
vendor name  
vendor address  
town, state zip  
phone**

This Contract made this contract start datest day of contract start month, 2009, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and **vendor name** (hereinafter, the "Vendor").

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

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

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

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

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

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



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

### **A. Term.**

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by insert completion date (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

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

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

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

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

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

### **B. Payments.**

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$\_\_\_\_\_ for Services rendered and/or Supplies received as specified in **Appendix C**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

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

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

**C. Invoicing.**

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

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

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

**A. Events of Default.**

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or

2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or

3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or

4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or

5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or

6. The Vendor is involved in a winding up or dissolution of its corporate structure; or

7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
  - (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
  - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
  - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,
  - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
  - (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
  - (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

**B. Termination Upon Default.**

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

**C. Termination For Convenience.**

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

**D. Obligations Upon Termination.**

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

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

**E. Rights and Remedies.**

1. The City shall have the right to:
  - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
  - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
  - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
  - d) pursue remedies under any bond provided; and

- e) pursue such other local, state and federal actions and remedies as may be available to the City.
- 2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
- 3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
- 4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

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

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

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

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods:  
(i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,
1. To the Vendor at the address set forth herein or the following  
Fax Number: vendor's fax
  2. To the City addressed to:  
Purchasing Director, Somerville City Hall, 93 Highland Avenue,  
Somerville, MA 02143, Fax # 617-625-1344
- with a copy to:
1. City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143;  
Fax No. (617) 776-8847.
  2. Department Head, Department, Address, Fax #
- Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.
- L. Captions.** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.
- M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:
- Appendix A – Certificate of Good Standing, Certificate of Authority
  - Appendix B - Notice to Proposers/Copy of Advertisement
  - Appendix C – Price Proposal Page
  - Appendix D – Scope of Services
  - Appendix E – Insurance
  - Appendix F – Somerville Living Wage Form

## Appendix G – Additional Terms and Conditions

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

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

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

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

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: \_\_\_\_\_, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: \_\_\_\_\_ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to



contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # \_\_\_\_\_ **TIN**. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

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

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

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

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

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

**CITY OF SOMERVILLE**

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

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

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

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

\_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

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

**VENDOR**

vendor name.

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

agent name  
Printed Name of Authorized Agent of Vendor

agent title  
Title of Authorized Agent of Vendor

vendor address  
Street Address of Vendor

city, state, zip  
City, State and Zip

TIN  
\_\_\_\_\_  
Tax ID #

**FOR CORPORATIONS ONLY:**

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

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

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

## CERTIFICATE IN GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE IN GOOD STANDING**

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

If you require information on how to obtain the “Certificate in Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at:

[www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://www.sec.state.ma.us/corp/certificates/certificate_request.asp)

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

## **IMPORTANT NOTICE**

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

## **Appendix A**

**Certificate of Good Standing  
Certificate of Signature Authority**

## **Appendix B**

### **Notice to Proposer's/ Copy of Advertisements**

**Appendix C**  
**Price Proposal Pages**

## **Appendix D**

### **Scope of Services/Bid Documents**



**Appendix E**  
**Insurance Certificate**

**Appendix F**  
**Somerville Living Wage Form**

**Appendix G**  
**Additional Terms and Conditions**

## **TERMS AND CONDITIONS**

1. **FREIGHT ON BOARD (F.O.B.)**  
All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" (Form #2) or any other department location doing business for the City of Somerville in need of such services.
2. **UNIT PRICE**  
In case of error in extension of prices quoted herein, the unit price will govern.
3. **PRICE REDUCTION**  
It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.
4. **CANCELLATION OF BID**  
To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted.
5. **SAMPLES**  
The qualified low bidder will be required to submit samples upon request of the Purchasing Director. Acceptable samples will be a determining factor in the vendor selection process.
6. **FINANCIAL AND OPERATIONAL INFORMATION**  
By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.
7. **PAYMENT**  
The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.
8. **DOCUMENTATION**  
Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.
9. **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.