

**SOLICITATION FOR:**  
**School Nurse Data Software**  
**RFP # 15-107**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE: 6/17/2015**  
**QUESTIONS DUE: 6/24/2015 by 12PM EST**  
**DUE DATE AND TIME: 7/1/2015 by 11AM EST**

Anticipated Contract Award	<b>7/8/2015</b>
Est. Contract Commencement Date	<b>8/1/2015</b>
Est. Contract Completion Date	<b>7/31/2016</b>
Est. Renewal Years (If Applicable)	<b>One (1) one-year option to renew</b>

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn: Michael Richards**  
**Procurement Analyst**  
**[mrichards@somervillema.gov](mailto:mrichards@somervillema.gov)**  
**93 Highland Avenue**  
**Somerville, MA 02143**

## NOTICE TO PROPOSERS

### RFP # 15-107

All bids must be in accordance with terms and conditions set forth herein as stated.

<b>SECTION A</b>	Sealed proposals for: <b>School Nurse Data Software</b> The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than <b>7/1/2015 by 11AM EST</b>
<b>SECTION B.</b>	Forms of price bid, specifications and terms of contract can be obtained at the above office on or after <b>6/17/2015</b>
<b>SECTION C.</b>	Bid envelopes shall be clearly marked as follows: <b>School Nurse Data Software Bid No: RFP # 15-107</b>
<b>SECTION D.</b>	If <b>awarded</b> vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
<b>SECTION E.</b>	<b>INSURANCE: Awarded Vendor</b> must comply with insurance requirements as stated in the bid package.
<b>SECTION F.</b>	Living Wage - See Section 5.0
<b>SECTION G.</b>	The requirements in Section <b>E or F</b> will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
<b>SECTION H.</b>	The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
<b>SECTION I.</b>	The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Tel. No: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**BIDDING INSTRUCTIONS FOR  
School Nurse Data Software Bid No. RFP # 15-107**

**Enclosed you will find a request for proposal for: School Nurse Data Software**

**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 **6/17/2015** 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, all within one sealed packaged, with the following contents and marked in the following manner:

<b>Contents of Envelope</b>	<b>Marked As</b>
<b>Envelope 1 Non-Price Technical Proposal:</b> Shall Include (1) original and three (3) copies, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. (“Read only” files are acceptable.)]	<b>To Be Marked:</b> Non-Price Proposal <b>School Nurse Data Software RFP # 15-107</b>
<b>Envelope 2 Price Proposal:</b> Shall Include one (1) original and one (1) copy.	<b>To Be Marked:</b> Price Proposal <b>School Nurse Data Software RFP # 15-107</b>
<b>Please send the complete sealed package to the attention of :</b>	<b>Michael Richards</b> <b>Procurement Analyst</b> Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

(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.)

**Reference:** The Proposer shall list at least three relevant references. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information.

- The name, address and telephone number of each client listed above.
- A description of the work performed under each contract.
- A description of the nature of the relationship between proposer and the customer.
- The name and telephone number of the person the City may contact as a reference.
- The amount of the contract.
- The volume of the work performed.
- The dates of performance.

### 1.3 Questions

**Questions are due: 6/24/2015 by 12PM EST**

**Questions concerning this solicitation must be mailed or hand delivered in writing to:**

**Michael Richards**  
**Procurement Analyst**  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**

**[mrichards@somervillema.gov](mailto:mrichards@somervillema.gov)**

**Or faxed to:**

**617-625-1344**

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 Bidding Schedule

### Key dates for this Request for Proposals:

RFP Issued	<b>6/17/2015</b>
Deadline for Submitting Questions to RFP	<b>6/24/2015 by 12PM EST</b>
Proposals Due	<b>7/1/2015 by 11AM EST</b>
Anticipated Contract Award	<b>7/8/2015</b>
Est. Contract Commencement Date	<b>8/1/2015</b>
Est. Contract Completion Date	<b>7/31/2016</b>

<b>Responses must be delivered by 7/1/2015 by 11AM EST to:</b>	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
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## **SECTION 2.0**

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

#### **2.1 Background**

The Somerville School Department has worked hand in hand with the City Hall in crafting this SOW and both parties are directly involved in overseeing it.

The Somerville School District wishes to implement a Health Records Management System (HRMS) within its schools. The ideal system will provide functionality to support all aspects of the School health management and administration. The goal and end result from successful completion of this contract is the consistent participant satisfaction of the provided service. The beneficiaries will be the Somerville School District.

The successful vendor will be required to provide training materials and services for staff in the Somerville School District along with training manuals to be used by staff for reference in performing system functions. Also see requirements of the contractor.

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

##### **REQUIREMENTS OF CONTRACTOR**

The selected vendor must be able to provide the required software; and install, configure and provide migration of existing data for the proposed system. The selected vendor must be able to provide ongoing service, support and maintenance for the system. Each vendor shall submit a pricing worksheet and five hard copies of the proposal.

Each vendor shall provide a detailed configuration document for the proposed system to include:

- Minimum and optimal server specifications and operating system requirements
- Minimum and optimal workstation specifications including supported operating systems
- Recommended backup procedures
- Supported database(s)

Each vendor shall provide a written implementation plan to include a time line for each participant in the implementation and transition from the date of hardware delivery and a detailed description of services provided for the installation, configuration and maintenance of the system. Each vendor shall provide a detailed training plan to include: a training outline, hours of training to be provided and material to be presented. Each vendor shall complete the functional requirements table included in this document.

Each vendor shall provide a brief company profile including: how long the firm has been in business, number of employees, evidence of an adequate dedicated staff size and demonstrated timeliness and response time from call statistics, the location from which technicians will be dispatched and the name, address, telephone, fax and contact information for the firm and a list of

any Massachusetts municipalities utilizing the proposed solution.

General description of what the vendor will provide (personnel, equipment, tools, materials, supervision, other items, etc.) to perform all tasks.

The successful vendor will be required to perform all software installation tasks, hardware configuration necessary to implement the proposed solution and migrate the existing healthcare records from HealthOffice by Healthmaster LLC, to the new EHR system. Any required hardware will be provided by the City of Somerville to meet the vendor's system specifications.

Below is a list of typical tasks which will be required:

- Migration of all current home care patient database records from HealthOffice.
- Configuration of server hardware to meet system specifications.
- Configuration of appropriate backup procedures for system tables.
- Configuration of workstation clients.

The above list is not intended to be all inclusive. It is the vendor's responsibility to identify all of the tasks necessary to produce a fully implemented system.

## **2.3 Specifications / Requirements**

### **Technical/General**

- The EHR must be FERPA & HIPAA compliant and utilize an industry standard ODBC.
- The EHR shall provide access within the district's networked environment.
- The EHR shall provide a seamless interface between the EHR and the district's student information system via ODBC connection or CSV file. All data shall propagate electronically without manual intervention.
- The EHR shall ensure data privacy, security, and integrity at all times (encrypted logins, schedulable password changes, data entry validation [invalid date range, invalid data type, etc.], transaction warnings [deletions, saving, etc.]
- The EHR shall provide access and security at all functional levels including a second layer of security with an automatic password protected screen saver.
- The EHR shall meet the required functionality 'out of the box' without extensive customization.
- The EHR shall provide a user account management system (username / password creation and management, login history, as well as auditing logs at the record and field level on all medically sensitive files.)
- The EHR shall have overwrite protection, and an intrusion alarm.
- The EHR shall provide customized Risk Management and real-time health surveillance with the option to send email via SSL notifications to appropriate personnel.
- For redundant data, the data is collected once and available across modules.
- The EHR should have the ability to move while within one screen to a related screen and return, without losing data input on the first screen.
- The EHR should allow users to attach files and scanned notes or memos to a student's file



in an organized fashion to multiple “folders”.

- The EHR shall provide for unlimited years of history archival and the ability to run reports on the archived data.
- The EHR shall provide a means for automatic, as well as on demand backup of the database.
- Provide a conversion from HealthOffice by Healthmaster LLC product to the new EHR.
- All functionality of the system can be accessed at any workstation on the district’s wide area network with any standard web browser.
- The providing EHR software company shall have offer hosting services.
- The district can make any portion of the EHR functionality available via the Internet.
- Application servers can run on Windows server 2003, 2008 and 2012.
- The system can work in a proxy server environment.
- The system provides for HTTPS support in all functions where usernames and/or passwords are transmitted.

### **Training and Support**

- The EHR shall provide comprehensive, online help documentation accessible from within the application.
- A comprehensive training plan for all users and technical support staff customized to their role shall be available. (Nurse, Nurse’s Aide, technical support, etc.)
- The providing EHR software company shall include telephone, email, and remote technical support for the District technical support staff that is available Monday-Friday, 8:30am-5pm EST at a minimum by a level one or level two technician.
- The providing EHR software company shall have the ability to provide support by qualified, on-staff registered nurses.
- The EHR shall be user friendly in the search capabilities (e.g. type a few letters or the last name or first name to find student).
- The EHR shall allow unlimited open visit log entries.
- The EHR shall quick access to PRN orders.
- The EHR shall provide the nurse the ability to flag student visits that have been triaged and awaiting care.
- The EHR shall provide a customizable drop down menu to choose reasons for a student’s visit to the clinic, as well as for the Nurses diagnosis.
- The EHR shall provide capability to write narratives about the student visit to the clinic.
- The EHR shall provide spellcheck with medical terminology.
- The EHR shall provide customizable form letters linked with the visit log.
- The EHR shall provide student pictures, demographic information, parent/guardian contact information, medical alerts and medication / treatment information for each individual student on each student’s information screen.
- The EHR shall provide reports of student visits to the clinic on a daily, weekly, monthly basis.
- The EHR shall provide for use by substitute nurses.

- The EHR shall provide a means to identify who gave the care.
- The EHR shall provide a body graphic to indicate injury location.
- The EHR shall provide a calendar feature to provide reminders of follow ups.
- The EHR shall have edit capability to make notations at a later time/date. An audit trail shall be provided indicating the time/date/user making the notations.
- The EHR shall record the time of day and user name for each item entered in the visit log. This data shall not be editable by the end user.
- The EHR solution shall provide customizable drop down menu to choose the student's disposition from the clinic.

### **Medications / Treatments**

- The EHR shall provide a list of medications / treatments an individual student has available at school, including discontinued and medications / treatments given at home.
- The EHR shall provide a second layer of security such as administration PIN requirement.
- The EHR shall provide an online drug handbook.
- The EHR shall keep a count of controlled medications.
- The EHR shall provide an alert when a customizable number of doses of specific medications are left.
- The EHR solution shall provide means to document routine and PRN medications / treatments administered.
- The EHR shall provide a way to indicate who administered the medication / treatment.
- The EHR shall provide an access to current information about specific medications / treatments, including prescribing information, side effects and dosages.
- The EHR shall provide space to write narratives about medications / treatments.
- The EHR shall have capability to maintain information about the prescribing physician.
- The EHR shall provide a way to indicate if medications / treatments are missed and reason.
- The EHR shall provide a printable schedule of daily medications / treatments.

### **Special Procedures**

- The EHR shall provide a means to document routine and PRN special procedures.
- The EHR shall provide a list of special procedures the student has available at school. The list shall be a customizable drop down.
- The EHR shall provide a means to document who did the special procedure.
- The EHR shall provide space to write narratives about special procedures
- The EHR shall have capability to maintain information about the prescribing physician.
- The EHR shall have customizable graphing capability to assess (over time) blood glucose, peak flow, Blood pressure, etc.

### **Screening**

- The EHR shall be able to document groups of screenings at a time. (e.g. All hearing passing – documents as a group)
- The EHR shall have the ability to preset values like 20/20 and then the ability to reset for failures.
- The EHR shall have a calendar to remind of rechecks.

- Provide the ability to automatically record screening results into the EHR from specified devices.
- Ability to provide implementation of state mandates for concussion plans, such as SCAT3 linked with EHR.
- The EHR shall have an automatic notification of concussion screenings completed for sideline and / or retest.
- The EHR shall provide the ability to create custom screening templates with the same full features of reports and form letters as offered with the 'out of the box' features.
- The EHR shall be able to identify students who failed screening or who have not been screened.
- The EHR shall be able to link to parent contact information.
- The EHR shall have the capability to document on the same screen Acanthosis Nigricans screening/hearing/vision/spinal/height/weight and other screening that may be required in the future.
- The EHR shall be able to calculate BMI.
- The EHR shall be able to graph BMI over time.
- The EHR shall be able to graph heights and weights on growth charts.
- The EHR shall indicate who did the screening.
- The EHR shall provide the capability to write narratives about screenings, referrals and follow-ups.
- The EHR shall be able to allow the user to review all previous screening history on the same screen
- The EHR shall be able to document dates that each individual screening was done especially if hearing and vision screenings were done on different dates.
- The EHR shall provide an option to document multiple screenings (same type) per year
- The EHR shall provide a customizable drop down for vision screening with glasses/contacts (corrected or without correction)
- The EHR solution shall be able to calculate the total number of students screened with glasses or contacts.

#### **Medical Alerts and Conditions**

- The EHR shall provide a means to assign individual students to a medical alert list. This list shall be printable.
- The EHR shall provide the ability to prioritize individual conditions / alerts.
- The EHR shall provide the ability to activate audible and / or visual notification.
- The EHR shall provide the ability to specify confidentiality.
- The EHR shall have a medical alert list with a customizable drop down menu of diagnoses.
- The EHR shall have the capability of writing narratives about students and medical alert conditions.
- The EHR shall be able to sort the medical alert list into diagnosis and number of students with each diagnosis for a medical alert report.
- The EHR shall link the medical alert list to demographic and parent/guardian contact

information.

### **Immunizations**

- The EHR needs to have unlimited spaces for immunization dates.
- The EHR needs to be able to determine if immunization dates are within state requirements.
- The providing EHR software company shall make available references of districts that have had a state audit with 100% complaints due to downloading the state specific requirements setup by the EHR software company.
- The EHR needs to be able to determine when immunizations are due in the series.
- The EHR needs to be able to alert overdue immunizations with a visual (different color text).
- The EHR needs to be able to produce letters with student name, date, current immunization dates, overdue or next immunization dates.
- The EHR shall have a place for the Doctor's signature, where required, on form letters.
- The EHR shall be able to stay current with Immunizations and updates.
- The EHR shall have the ability to add district desired immunizations even if not State mandated.
- The EHR shall have the capability of maintaining immunization-related narratives.
- The EHR shall have the capability of maintaining/managing waivers. To include, but not limited to medical waivers, conscientious objectors, disease history, expiration dates.

### **Reports/Forms**

- The EHR shall provide the ability to generate Reports as follows:
- (including but not limited to)
  - Vision Screening.
  - Hearing Screening.
  - Postural Screening.
  - BMI Screening.
- The EHR shall provide the ability to generate the reports as follows: (including but not limited to)
  - Detailed Weekly/Monthly Reports, which will include but is not limited to the reports below: (including but not limited to)
    - Health Supervision Report
    - All clinic visits and reasons for visit report e.g. major / minor Illness, first aid, medications, and special procedures.
    - Parent Contact and Student Sent Home Report.
    - Immunization reports.
    - Communicable disease reports.
    - Pediculosis report.
    - Referrals report.
    - Health screening reports.
- The EHR shall have the ability to generate a non-detailed report for attendance specialist showing student name, grade, time in, time out and disposition from the nurses' office.
- The EHR shall have the ability to generate a detailed incident report.

- The EHR shall have the ability to generate statistical end of the year report for the following: (including but not limited to)
  - Medical alert summary.
  - Communicable disease report.
  - Medical alerts for promoting students.
  - Immunizations due before students are promoted to the next grade.
- The EHR shall have the ability to customize and generate a form letter to parents: (including but not limited to)
  - Vision; hearing; postural; Ht / Wt; BMI.
  - Immunizations due.
  - Exclusion letter for past-due immunizations.
  - Medications – low on meds or pick-up meds at end of the school year.
  - Lice.
  - Medical Referral.
  - Dental referral
  - Permission letters for non-prescription meds, insect repellent, field trips, etc.
  - A field trip medication administration form.
  - An unlicensed personnel training form.
- The EHR shall have the ability to customize and generate forms for MD completion for the following: (including but not limited to)
  - Medication.
  - Diabetes.
  - Epi-pen.
  - Inhaler.
  - Special Procedures.
- The EHR shall have the ability to generate Multilanguage form letters linked with one title.
- The EHR shall have the ability to print and / or email form letters via SSL.
- An individual email history shall be linked to the EHR.
- The EHR shall have the ability to generate mailing labels for all form letters.
- The EHR shall have the ability to customize and generate a cumulative health record.
- The EHR shall be able to tabulate total medication doses given per month and print a report accordingly.

#### **Individualized Healthcare Plans**

- The EHR shall provide the ability to create a template for each medical diagnosis which may then be edited with specifics for each individual student.
- The EHR shall include fields for written by, date, reviewed by and date for each IHP.
- The EHR shall have the ability to edit, customize, save and print IHPs.
- The EHR shall have the ability to share IHP templates within the district.

## **2.4 Quality Requirements**

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive.

The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 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.	Minimum of five (5) years of experience in Software for Customer Relationship Management (CRM)		
2.	Has five (5) years of experience working with municipalities and school systems.		
3.	Can the vendor meet the required specifications of this RFP?		
4.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. This information should be detailed throughout the various Tabs in the technical proposal response. Subcontractors, if applicable, must be also included.

## 2.5 Comparative Evaluation Criteria

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

Factor 1: Experience delivering Software as a Service (SaaS)-based solutions	
<b>Highly Advantageous</b>	Vendor has greater than five (5) years' experience in the services requested in these documents.
<b>Advantageous</b>	Project Manager has three (3) to five (5) years' experience in the services requested in these documents.

<b>Not Advantageous</b>	Vendor has less than three (3) years' experience in the services requested in these documents.
<b>Unacceptable</b>	Vendor has no experience in the services requested in these documents.

**Factor 2: . Experience in providing similar services to municipalities (Documentation is required. Information should include reference phone numbers and contacts)**

<b>Highly Advantageous</b>	– The proposer has provided similar services to more than five (5) municipal clients.
<b>Advantageous</b>	The proposer has provided similar services to a minimum of three (3) municipal clients.
<b>Not Advantageous</b>	The proposer has provided similar services to less than three (3) municipal clients.
<b>Unacceptable</b>	No prior experience information was submitted

**Factor 3: Response to Technical Scope of Services**

<b>Highly Advantageous</b>	Proposal is very thorough, and clearly exceeds the needs as identified by the City. In order to be awarded this ranking the project approach must be clear, innovative, and offer unique aspects about the project or approach
<b>Advantageous</b>	The proposal is adequate, appeared consistent with project intent, and responded to needs as identified by
<b>Not Advantageous</b>	The proposal is vague. The Evaluation Committee is unable to determine if it is consistent with expressed needs or project intent
<b>Unacceptable</b>	The proposal did not adequately explain all aspects of methodology.

**Factor 4: Overall impression of proposal**

<b>Highly Advantageous</b>	Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the City. Team is completely convinced about the provider's ability to provide and administer the plan as required by the City.
<b>Advantageous</b>	Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the City but was not overly impressed by proposal's expression of ability.
<b>Not Advantageous</b>	Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the City.
<b>Unacceptable</b>	The proposal lacks information to the extent that the reviewer has no ability to determine the proposer's qualifications, experience or ability to do the work.

## **2.6 Period of Performance**

The period of performance for this contract is one (1) year beginning on or about 8/1/2015 and ending on or about 7/31/2016, with one (1) optional year to renew from the date of execution.

## **2.7 Place of Performance**

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

## **2.8 Vendor Conduct**

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

## **2.9 Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.



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

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

**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 awarded proposer.

**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:

**RFP # 15-107 School Nurse Data Software**

The Offeror proposes to furnish and deliver the services specified at the following prices that include subscription, set up fee, training, the cost of labor and all other charges related to successful completion of the scope of work. Prices are to remain the same for the entire contract period. You may attach an itemized price sheet to this price form outlining line item prices for the total project.

	<b>Year 1</b>	<b>Year 2 (Option to Renew)</b>
<b>Total Project Cost</b>	<b>\$ _____</b>	<b>\$ _____</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**

**School Nurse Data Software RFP # 15-107**  
**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.**

**Non-Price Proposal**

- ☐ Cover Letter
- ☐ Notice to Proposers (found at the beginning of this document)
- ☐ Acknowledgement of Addenda (if applicable and non-price related)
- ☐ 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)
- ☐ Vendor Certification Form

**Price Proposal**

- ☐ Acknowledgement of Addenda (if applicable and price related)
- ☐ Price Summary Page



**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 7/1/2015 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.24 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. 05/07/15

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 **7/1/2015** is **\$12.24** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

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

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

CITY OF SOMERVILLE

Rev. 08/01/12



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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

4. **ATTEST:**

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

**AFFIX CORPORATE SEAL HERE**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

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

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

### **IMPORTANT NOTICE**

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

Thank You,

Purchasing Director

## **INSURANCE SPECIFICATIONS**

### **INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

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

#### **A. GENERAL LIABILITY - Comprehensive Form**

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

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

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

#### **Certificate Should Be Made Out To:**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

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

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

AUTHORIZED REPRESENTATIVE

## **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:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## CITY OF SOMERVILLE, MASSACHUSETTS

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

### Vendor Certification

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

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TIN

---

Signature

---

Printed Name of Person signing

---

Company

---

Date



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



**SECTION 6.0**  
**INSTRUCTIONS TO OFFEROR**

**6.1 General Information & Submission Instructions**

**6.1.1 Bid Delivery**

<b>Responses must be delivered by 7/1/2015 by 11AM EST to:</b>	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
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One (1) proposal package (including two sealed envelopes) should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

**6.1.2 Evaluation Methodology**

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

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

**6.2 Non-Price (Technical) Proposal Format**

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price



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

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering with tabs is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

#### **6.2.1 Cover Letter**

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

#### **6.2.2 Qualifications & Experience**

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

#### **6.2.3 Quality Requirements Form**

The Quality Requirements Form, or set of basic business standards, must be addressed by each offeror and presented within the technical proposal documentation.

### **6.3 Price Proposal Format**

#### **6.3.1 Cover Letter**

Include a cover letter to summarize, in a brief and concise manner, that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for ninety (90) days.

An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

### **6.3.2 Price Summary Page**

See Section 4.0.

### **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 are as follows:**

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 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.

#### **6.14 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.

### **6.15 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.

### **6.16 Questions About the Solicitation**

**Questions are due: 6/24/2015 by 12PM EST**

**Questions concerning this solicitation must be mailed or hand delivered in writing to:**

**Michael Richards**  
**Procurement Analyst**  
 Somerville City Hall  
 Purchasing Department  
 93 Highland Avenue  
 Somerville, MA 02143

**Or emailed to:**

**[mrichards@somervillema.gov](mailto:mrichards@somervillema.gov)**

**Or faxed to:**

**617-625-1344**

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**

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.

#### **7.13 Enforceability**

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

#### **7.14 Conflict of Interest**

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal

is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

## **7.15 Termination**

### **7.15.1 For Cause**

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

### **7.15.2 Termination for Convenience**

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

### **7.15.3 Payment by the City**

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

### **7.15.4 Contractor's Duties Upon Termination For Convenience**

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all



existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

#### **7.16 Discrimination**

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

#### **7.17 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.

#### **7.18 Samples**

All qualified proposers may be requested to submit samples.

#### **7.19 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.

#### **7.20 Payment**

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

#### **7.21 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.

**7.22 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**