

SOLICITATION FOR:

**Automated Citations Collections
RFP 15-26**



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:

Tuesday, September 30, 2014

DUE BY:

October 21, 2014 at 11am EST

DELIVER TO:

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

TABLE OF CONTENTS

RFP 15-26.....	4
PROPOSERS CHECKLIST.....	4
SECTION 1.0	5
GENERAL INFORMATION ON BID PROCESS.....	5
1.1 GENERAL.....	5
1.2 SUBMISSION INSTRUCTIONS.....	6
1.3 QUESTIONS	6
1.5 BIDDING SCHEDULE	7
SECTION 2.0	8
SPECIFICATIONS/SCOPE OF SERVICES.....	8
2.1 BACKGROUND	8
2.2 SCOPE OF WORK	8
2.3 SPECIFICATIONS / REQUIREMENTS	9
2.4 QUALITY REQUIREMENTS	17
2.5 PERIOD OF PERFORMANCE.....	18
2.6 PLACE OF PERFORMANCE	18
2.7 VENDOR CONDUCT	18
SECTION 3.0	19
RULE FOR AWARD	19
SECTION 4.0	20
PRICING.....	20
SECTION 5.0	21
FORMS.....	21
5.1 REQUIRED SUBMISSIONS (INCLUDED WITH RESPONSE)	21
5.2 REQUIRED SUBMISSIONS (TO BE PROVIDED POST AWARD).....	21
SECTION 6.0	23
INSTRUCTIONS TO OFFEROR.....	23
6.1 GENERAL INFORMATION & SUBMISSION INSTRUCTIONS	23
6.1.1 BID DELIVERY	23
6.1.2 EVALUATION METHODOLOGY	23
6.2 NON-PRICE (TECHNICAL) PROPOSAL FORMAT	23
6.2.1 COVER LETTER	23
6.2.2 QUALIFICATIONS & EXPERIENCE.....	24
6.2.3 QUALITY REQUIREMENTS FORM.....	24
6.3 PRICE PROPOSAL FORMAT	24
6.3.1 COVER LETTER	24
6.3.2 PRICE SUMMARY PAGE.....	24
6.3.3 BID PRICES TO REMAIN FIRM	24
6.3.4 PRICE SUBMISSION	24
6.3.5 ESTIMATED QUANTITIES.....	24
6.4 BID SIGNATURE	24
6.5 TIME FOR BID ACCEPTANCE	25
6.6 HOURS OF OPERATION.....	25
6.6.1 HOLIDAYS	25
6.6.2 INCLEMENT WEATHER DAYS.....	25
6.6.3 UNFORESEEN OFFICE CLOSURE	25
6.7 CHANGES & ADDENDA.....	25
6.8 MODIFICATION OR WITHDRAWAL OF BIDS, MISTAKES, AND MINOR INFORMALITIES	26
6.9 RIGHT TO CANCEL/REJECT BIDS	26
6.10 UNBALANCED BIDS	26
6.11 BRAND NAME “OR EQUAL”	26
6.12 WARRANTY	26
6.13 CONTRACT TERM LENGTH.....	26
6.14 INVOICING	26
6.15 ELECTRONIC FUNDS TRANSFER (EFT)	27
6.16 CANCELLATION	27

6.17 QUESTIONS ABOUT THE SOLICITATION	27
SECTION 7.0	28
GENERAL TERMS & CONDITIONS	28
7.1 TAXES.....	28
7.2 FREIGHT ON BOARD (FOB)	28
7.3 UNIT PRICE	28
7.4 PRICE REDUCTION	28
7.5 GUARANTEES.....	28
7.6 INDEMNIFICATION	28
7.7 INSURANCE.....	28
7.8 INDEPENDENT CONTRACTOR	29
7.9 COMPLETE AGREEMENT	29
7.10 ASSIGNMENT	29
7.11 SUBCONTRACTORS	29
7.12 GOVERNING LAW	29
7.13 ENFORCEABILITY.....	29
7.14 CONFLICT OF INTEREST	29
7.15 TERMINATION.....	29
7.15.1 FOR CAUSE.....	29
7.15.2 TERMINATION FOR CONVENIENCE.....	29
7.15.3 PAYMENT BY THE CITY.....	30
7.15.4 CONTRACTOR’S DUTIES UPON TERMINATION FOR CONVENIENCE.....	30
7.16 DISCRIMINATION	30
7.17 INTERPRETATION OF SPECIFICATION / TERMS.....	30
7.18 WITHDRAWAL OR MODIFICATION OF BID RESPONSE	30
7.19 SAMPLES.....	30
7.20 FINANCIAL AND OPERATIONAL INFORMATION	31
7.21 PAYMENT	31
7.22 EXTENSION OF CONTRACT.....	31
7.23 LAWS AND REGULATIONS.....	31
7.24 SALES TAX EXEMPTION.....	31
APPENDIX A.....	32
SAMPLE CONTRACT.....	32

NOTICE TO PROPOSERS
RFP #15-26

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

- SECTION A. Sealed proposals for: Automated Citations Collections from approximately 1/01/2015-12/31/15 with two (2) one (1)-year optional renewal years.
- The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than Tuesday October 21, 2014 **at 11:00 AM.**
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **9/30/14.**
- SECTION C. Bid envelopes shall be clearly marked as follows: "**Bid No: RFP 15-26
Bid for Automated Citations Collections**"
- SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F. Living Wage - see specifications
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H. 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.
- SECTION I. 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: _____

**Automated Citations Collections
RFP 15-26**

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)
- _____ Notice to Proposers (from introductory pages of this RFP – to be signed by authorized signatory of bidder and submitted with sealed bid)

Price Proposal

- _____ Price Summary Page
- _____ Acknowledgement of Addenda

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

**BIDDING INSTRUCTIONS FOR
Automated Citations Collections
Bid No. RFP 15-26**

Enclosed you will find a request for proposal for: The City of Somerville is seeking a vendor to provide collections services for its past due Traffic and Parking violations.

**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 Tuesday, September 30, 2014 between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The 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 four (4) copies of the non-price technical proposal marked: “Non-Price Proposal— Automated Citations Collections”. The second envelope includes one (1) original and two (2) copies of the price proposal marked “Price Proposal— Automated Citations Collections”. Please send the complete sealed package to the attention of the Alex Nosnik, Assistant Director, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on October 21, 2014.**

Provide one (1) electronic copy of all of the proposal response information for the price and non-price proposals. Electronic copies are to be submitted on CD-ROM saved in Microsoft Word or Adobe Acrobat format. (“Read only” files are acceptable). All disks shall be virus checked prior to submission.

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late Proposals will not be considered, and will be returned.)

1.3 Questions

Questions concerning this solicitation must be submitted in writing to: Alex Nosnik, Assistant Director, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 10/8/2014 @ 12:30PM EST.** Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to anosnik@somervillema.gov. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City’s website for any updates, addendums, etc. regarding that specific solicitation. The web address is:

[http://www.somervillema.gov/departments/finance/purchasing/bids.](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.

1.5 Bidding Schedule

Key dates for this Invitation for Bid:

RFP Issued	9/30/14
Deadline for Submitting Questions to RFP	10/8/14 by 12:30 PM EST
Bids Due and Opened	10/21/14– 11AM EST
Anticipated Contract Award	11/15/2014
Services Commence	1/01/2015
Contract Completion Date	12/31/2015 (with two (2) optional renewal years)

Responses must be delivered by 10/21/14 **at 11AM EST** to City of Somerville, Purchasing Department, Attn: Alex Nosnik, 93 Highland Avenue, Somerville, MA 02143.

SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

2.1 Background

The City of Somerville, Massachusetts is seeking a vendor to maintain and fully manage the City's automated Citation Collection System including all the associated noticing, telephone, skip-tracing, collection software and all other materials and services.

2.2 Scope of Work

The contract that results from this process will be a one (1) year contract with two (2) optional renewal years.

AUTOMATED CITATION COLLECTION SYSTEM

The following section is specific to the overall collection program. The focus must be on the various components as they interact together to provide flexibility and to meet the special requirements of the City of Somerville.

A. Debtor Contact:

System must coordinate debtor contact by using a blend of letter writing and phone call activity for each debtor. The collection system must provide complete flexibility regarding call scheduling and letter production.

B. Skip-tracing:

Successful vendor must utilize a multi-tiered national skip tracing process, using the internet, skip-tracing publications, directory assistance, etc.

C. Predictive Dialer:

The successful vendor should employ the use of a predictive dialer. Vendor should use smart dialing and automated follow-up scheduling.

D. Interactive Voice Response Unit:

The successful vendor must utilize an IVR system to provide departmental coverage 24 hours a day seven days a week. The unit must be capable of handling all incoming phone calls, taking messages, providing account information and accepting automated payment.

E. Collector Motivation:

Vendor management must be able to monitor and review the daily milestones, call volumes, and goal status of collector activity.

F. Collection Schedules:

The collection schedule must be developed to provide maximum coverage Monday through Friday from 9:00 AM to 9:00 PM and Saturday from 10:00 AM to 2:00 PM. All times local.

G. Multiple Payment Options:

The Vendor must accommodate a myriad of payment options. System must accept payment via VISA/MasterCard, Discover, payment through the Internet, Western Union Quick Collect, Automated Check/Bank drafts, Checks over the phone.

H. Software:

Successful vendor must use a centralized collection system to manage its accounts and

operations. All account statistics, collection activity and payments must be recorded on the system and data be made available to the City and vendor manager.

I. Duncan Integration

Successful vendor must have experience performing collections utilizing citation records created by Duncan Solutions, Inc. AutoProcess software or similar systems.

2.3 Specifications / Requirements

CITATION COLLECTION GUIDELINES

The City of Somerville requires that the vendor provide a client compliance feature that gives the City the ability to define a due diligence contract which requires specific actions on an account within certain time-periods. If that action is not taken, the vendor is alerted so special attention can be given to the account. The client compliance feature of the system ensures full compliance with the requirements of the City which requires its accounts be worked in a specific manner.

A. Start Up Plan

1. Vendor must design and format new business placement files. Included in the design will be file format, data elements to be included, special code definitions and file transmission frequency. Once the proper data content and flow has been established, an acknowledgement process will be implemented to assure that the amount and content of the data sent by the City exactly matches the amount and content of the data received by the Vendor.
2. The successful vendor must customize reporting parameters. This will include the types and layout of management reports as well as frequency and method of delivery.
3. Vendor must handle violator inquiries, discrepancies and complaints. This will include defining agreed upon procedures for handling different types of complaints as well as the dispute resolution procedures to include supervisory levels at the Vendor and the City and account settlement parameters.
4. The Vendor must work with the City to approve the notices sent to debtors. This will include notice layout, language and mailing frequency.
5. Vendor must establish fund deposit parameters to include: bank/account specifications and frequency of deposits.
6. Collection activity must begin no later than Thirty (30) days after being given the notice to proceed with the Contract. The Vendor will not proceed until both the City and the Vendor are satisfied with the quality and accuracy of all contract parameters.

B. New Account Timing

1. New accounts for Somerville residents (zip code 02143, 02144, 02145) should be created not less than 1090 days after date of citation issuance.
2. New accounts for Massachusetts residents outside of Somerville should be created not less than 730 days after the date of citation issuance.
3. New accounts for non-Massachusetts residents should be created not less than 90 days after the date of citation issuance

C. Account Placement

1. Each morning, new business files must be received electronically/manually. These files must be first copied to a secure company server. Then, the files must run through a conversion program and applied to the collection system. Vendor is required to send an acknowledgement of accounts listed.
2. All accounts must be batch entered to the system. Batches are to be acknowledged and validated as to account number and dollar totals before any further work.
3. For safekeeping, a copy of all account placements are to be taken to an off-site storage facility and maintained for a period of six years.

C. Case Assignment

The successful vendor must use a “project approach” to collections. The collectors must be citation collection specialists and must not co-mingle accounts. Additionally, a single collector must work with an individual debtor from beginning to end.

D. Rental Car/Leasing Company

Vendor must have developed close relationships with all major national rental and leasing companies. Vendor must be in daily contact with those companies.

E. Notices

1. A custom designed, laser/digitally printed validation letter must be sent to each debtor immediately after the accounts are entered in to the collection system. Within forty-eight hours of placement, telephone collection must also begin if the account has a good phone number. If a good phone number is not available, the account must immediately be forwarded to the skip-tracing department.
2. A series of personalized letters must be sent on each account. All letters sent to debtors must be personalized and laser/digitally printed. All of the letters must provide the debtor with a toll-free phone number for obtaining account information, a remittance slip bearing the assigned reference number and a return remittance envelope. In addition, the collection staff must use payment reminder, postdated check, and broken promise letters to collect the debt.

CITATION COLLECTION PROCESSING

When a new record is loaded to the collections software the following process must occur automatically:

- A. The System must reformat the debtor name fields to meet National Change of Address (NCOA) database name field standards. Business names must be processed separately so as to ensure that businesses are held accountable for all vehicles owned.

If the record does not have registered owner name and address information the system must route the record for registered owner acquisition. When the registered owner information is acquired, the record must be updated and processing continues.

The System must search for an existing master collection account for the debtor. This search can be based on various criteria (as determined by the City of Somerville). If an existing master is found, the new record must be matched to the master. If an existing master is not found, a

new master must be created.

- B. The System generates a first collection notice for the new record. The first notice references the new record specifically as well as all existing records. All notices must contain an account number that the debtor can use to access an Integrated Voice Response unit 24 hours a day, 7 days a week to make payment arrangements. Toll free numbers must be provided for inbound calls. Violators may speak with a representative if they like, or simply follow the steps provided to make a payment.

All letter files must run against the NCOA database. If an address change is found, the letter must be sent to the new address and the new address added to an address correction file. During the next transmission of notices, the noticing outsourcer's system passes the new address to the system and the record is automatically updated with the new address.

- C. If Payment in full, or an acceptable payment arrangement has not been received the following must occur:

The Collection system must check the account master for a valid phone number. If a valid phone number is found the account is routed for phone contact. If a valid phone number is not found, the system routes the account, via the internet, to be checked against a national database of telephone numbers. If a valid phone number is found the account is updated and routed for phone contact.

1. If no phone number can be found the system checks to see if a mail return indicating a "bad" address has been entered on the account. If a "bad" address notation is not found the system generates a follow up collection notice. The follow up notice must be account specific and the notice must request payment of all delinquent citations related to the account master.
 2. If no phone number can be found and the address on the master is noted as "bad," the system routes the account for skip tracing. Skip tracing is done automatically using national information databases and manually using cross reference directories and other resources. The level of skip tracing completed on a given account is determined by the account balance and likelihood of recovery.
 3. Additional notices must be sent at preset intervals and can also be generated according to the account balance or other criteria.
- D. Telephone Collections: Accounts for which a valid phone number has been found are routed to the collection staff for contact. The following processes must occur:
 1. The account is placed in a collector's queue. Outbound calls must be placed using a predictive dialer and when an answer is received, the call must be immediately transferred to the collector and the account record pop up on their workstation screen. The collector verifies demographic and account information, then endeavors to obtain payment in full or an acceptable payment arrangement.
 2. The predictive dialer automatically must route no answers for call back later in the day/week. It must also recognize when a call is answered by voicemail or an answering machine and leave a pre-recorded message. When a three-tone intercept is

received indicating that number has been changed or disconnected, the account must be routed for follow up.

3. If contact is made and payment terms are negotiated, the system must monitor the arrangements and if payment arrangements are broken the account must be routed back to the collector for action.
- E. Collector Training: Each collector is required to take and pass the Fair Debt Collection Practices Act (FDCPA) test prior to any collections. (The FDCPA is the governing body that administers the applicable rules and regulations for collection agencies.) Each collector must be qualified to make use of skip tracing resources which include: telephone books, credit bureau reports, various skip tracing publications, directory assistance, numerous location and investigation sites on the Internet, etc. Every six months each collector is required to again retake and re-pass the FDCPA test.

REPORTING

Detailed below are the reporting parameters that are required to help maintain quality and control over the collection process:

1. On a weekly basis, Vendor is to provide a report to the City of new assignments. The report can be transmitted electronically.
2. On a monthly basis, a report detailing closed accounts is to be provided. This report can be resorted and used to detail collection activity according to close out reason.
3. A report detailing the activity on active accounts according to date of assignment must be provided. This report can also be used to analyze the collection activity on accounts according to date of assignment.
4. Report analyzing the collection activity according to offense type must be provided at least on a quarterly basis.
5. *Standard Monthly Activity Statement.* The statement details all transaction related information including payment date, debtor name and account number, payment amount, remaining balance (if any), agency fees and net amount due the client. Statement also includes and specifies any debtor accounts paid to the City.
6. *Client Statistics Report.* This report provides a snapshot of the inventory, accounts and dollars listed, and dollars collected for the City.
7. *Detailed regression analysis.* This report goes into considerable detail regarding collection recovery percentages.
8. A report detailing violator inquiries, discrepancies and complaints. This will include defining different types of complaints as well as the dispute resolution.

Vendor will also provide ad-hoc report capabilities that can be used to report on any statistic in the collection database.

Additionally, the successful vendor must be able to provide reports according to various criteria:

- Last Name

- First Name
- Middle Initial
- Account Balance (broken down between principal balance and fee balance)
- Date of Offense
- Citation Number
- Address
- Phone Number
- License Plate Number
- License Plate State
- Time of Offense
- Violation Code
- Violation Description
- VIN Number
- Vehicle Make
- Vehicle Model
- Vehicle Style
- Vehicle Year
- License Plate Expiration Date
- Amount of Fine
- Method of payment
- Payment transaction origination (eg, collection agency or City of Somerville)
- Account number

IMPLEMENTATION

The Vendor must provide Implementation Support as required by the City.

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance and Support is required by the City. The Vendor has a dedicated contact person, with a toll free number, who is available to be contacted by the City. This representative will be fully knowledgeable in the operations of the Collections program and be able to troubleshoot and answer all questions regarding the program being proposed.

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:

1. Factor 1: Experience in Implementing similar Automated Citations Collections Programs

Provide a brief history of the Vendor's experience in implementing similar Automated Citations Collection Programs in response to this RFP.

Highly Advantageous: The Vendor has seven or more years of experience in implementation of Automated Citations Programs, similar to that required by this RFP.

Advantageous: The Vendor has five to seven years of experience in implementation of Automated Citations Programs, similar to that required by this RFP.

Not Advantageous: The Vendor has two to five years of experience in implementation of Automated Citations Programs, similar to that required by this RFP.

2. Factor 2: Documentation of previous experience and performance with required systems and services.

Provide a list of all government locations in the United States where Automated Citations Collections, similar to the model proposed for Somerville have been implemented. Provide the government agency name, and when the program was implemented. If the program listed differs in any significant way from that proposed for Somerville please explain.

Highly Advantageous: The proposal demonstrates the proposer's efficient and effective provision of the required citations collections program in ten or more government installations in the United States.

Advantageous: The proposal demonstrates the proposer's efficient and effective provision of the required citations collections program in six to nine government installations in the United States.

Not Advantageous: The proposal demonstrates the proposer's efficient and effective provision of the required citations collections program in two to five government installations in the United States.

3. Factor 3: Ability to comply with RFP requirements

Indicate how and whether the proposed Automated Citations Collections Program will meet the requirements described in the Scope of Services and technical specifications section, above. Please address each item. If the proposed program does not meet a specific requirement or if it is necessary to eliminate or modify any of the requirements, indicate how this omission or modification will be remedied or mitigated.

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

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

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

4. Factor 4: Project Timeline

Indicate the timeline for implementing the Automated Citations Collections program once a contract is awarded and signed. Please submit a detailed project timeline.

Highly Advantageous: The proposal indicates that the vendor will be able to meet proposed deadlines and explains additional resources that will be available if necessary for ensuring that project timeframe does not slip.

Advantageous: The proposal indicates that the vendor will be able to meet proposed deadlines.

Not Advantageous: The proposal indicates that the vendor has committed to meeting timeframe, but does not have additional resources to ensure that project timeframe does not slip.

5. Factor 5: Quality of Project Management Plan

Describe the proposer's plan for managing this project including identification of staff that will be part of the project team, their location and responsibilities and how the work of the team will be coordinated.

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

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

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

6. Factor 6: Citations Program and Management Plan Firm(s)

Provide a brief history of the firm(s) that will be involved in the Automated Citations Collections Program and management plan.

Highly Advantageous: The response has clearly detailed and substantiated the proposer's ability to provide a program that will provide the highest level of assurance that the proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

Advantageous: The response has clearly detailed and substantiated the ability to provide a program that will provide a high level of assurance that the proposer's contract management plan

and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

Not Advantageous: The response has clearly detailed, and substantiated the ability to provide a program that will provide only a sufficient level of assurance that the proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

7. Factor 7: Quality and Experience of Key Personnel

Provide resumes of all key personnel who will be responsible for overseeing the Program and Management Plan for the Automated Citations Collections.

Highly Advantageous: All of the personnel identified by the proposer are proven to possess a very high level of collections management experience and performance. And, resumes are included in the proposal for all personnel and these personnel are currently performing functions similar to those proposed for the proposer and these personnel are determined to have adequate relevant experience to successfully perform their duties.

Advantageous: All of the personnel identified by the proposer are proven to possess a high level of collections management experience and performance and resumes are included in the proposal for all or virtually all personnel and these personnel are determined to have adequate relevant experience to successfully perform their duties.

Not Advantageous: Most but not all of the personnel identified by the proposer are proven to possess an adequate level of collections management experience and performance and/or the proposer has not yet identified personnel for certain positions and as a result resumes are not included in the proposal for all personnel.

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.

QUALITY REQUIREMENTS		YES	NO
1.	Five (5) years or more of experience in providing similar Citation Debt collection services to municipalities?		
2.	In your Agency, has each collector been required to take and passed the Fair Debt Collection Practices Act (FDCPA) test prior to any collections?		
3.	Will you comply with the City of Somerville's Living Wage Ordinance?		
4.	Can you provide all the reporting requirements as described in this proposal?		
5.	Can you meet the implementation requirements and start date as put forth in this proposal?		
6.	The Vendor has a dedicated contact person, with a toll free number, who is available to be contacted by the City? This representative will be fully knowledgeable in the operation of the Collections program be able to troubleshoot and answer all questions regarding the program being proposed?		
7.	If you are a company based outside of Massachusetts, will you be able to provide continuous service, according to the scope of services/specifications?		
8.	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 **1-7** under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

2.5 Period of Performance

The period of performance for this contract is one (1) year beginning on 1/01/2015 and ending on 12/31/2015, with two (2) option years from the date of execution.

2.6 Place of Performance

All services, delivery and other required support shall be conducted at Vendor's place of business and other locations designated by the Department POC. 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.

SECTION 3.0
RULE FOR AWARD

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

**SECTION 4.0
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:

Automated Citations Collections RFP 15-26

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

ITEM	Year 1 1/1/2015 - 12/31/2015	Optional Yr 2 1/1/2016 - 12/31/2016	Optional Yr 3 1/1/2017 - 12/31/2017
Contingency Fee (as a percentage of total collected):			

The contingency fee will be paid via invoice as a percentage of the net amount collected by the vendor of City of Somerville overdue violations. Any credit card or related merchant fees paid by the City to process payment will be deducted from gross amount collected (from which the contingency amount will be calculated). The Contingency Fee will be calculated on the total amount collected, including all delinquency fees that apply to the violation (based on the numbers of days overdue).

Mass. General Law states that a contingency fee cannot exceed 33% of a collection amount.

Prices are to remain the same for the entire contract period.

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

The City requires that the Contractor demonstrate experience providing similar services for a minimum of three (3) projects similar in Scope. Three (3) references shall be provided for past performance.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
POC Name & Title	
Telephone	
Fax	
Email	
Summary of supplies or services provided	

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: _____



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 7/1/2014 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.05 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

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

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

Form:____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 06/10/14

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 **7/1/2014** is **\$12.05** 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



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



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, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Director

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. PROFESSIONAL LIABILITY.....\$ 500,000.00

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

CERTIFICATE SHOULD BE MADE OUT TO:

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

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

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

Certificate Should Be Made Out To:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						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						\$
	AUTOMOBILE LIABILITY						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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						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

SECTION 6.0 INSTRUCTIONS TO OFFEROR

6.1 General Information & Submission Instructions

6.1.1 Bid Delivery

Responses must be delivered by **10/21/14 at 11AM EST** to City of Somerville, Purchasing Department, Attn: Alex Nosnik, 93 Highland Avenue, Somerville, MA 02143. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All proposals must include all the 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

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 for **one (1) year, from on /about 1/01/2015 to on/ about 12/31/2015**.

6.14 Invoicing

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

6.15 Electronic Funds Transfer (EFT)

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

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

6.16 Cancellation

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

6.17 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Alex Nosnik, Assistant Director, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 10/8/2014 @ 12:30PM EST**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to toanosnik@somervillema.gov. Written responses will be mailed or faxed to all bidders on record as having picked up the RFP. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

SECTION 7.0 GENERAL TERMS & CONDITIONS

7.1 Taxes

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

7.2 Freight on Board (FOB)

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

7.3 Unit Price

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

7.4 Price Reduction

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

7.5 Guarantees

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

7.6 Indemnification

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

7.7 Insurance

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

7.8 Independent Contractor

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

7.9 Complete Agreement

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

7.10 Assignment

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

7.11 Subcontractors

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

7.12 Governing Law

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

7.13 Enforceability

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

7.14 Conflict of Interest

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

7.15 Termination

7.15.1 For Cause

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

7.15.2 Termination for Convenience

The City may terminate this Contract without cause, at any time, effective upon the date of

termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

7.15.3 Payment by the City

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

7.15.4 Contractor's Duties Upon Termination For Convenience

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

7.16 Discrimination

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

7.17 Interpretation of Specification / Terms

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to Alex Nosnik, Assistant Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: anosnik@somervillema.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline. No requests or questions will be accepted after **12:30 PM EST on 10/8/2014**.

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. Any necessary travel expenses (excluding meals and beverages) shall be documented with itemized receipts to accompany invoices or requests for reimbursement.

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 FOR SUPPLIES AND SERVICES

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

Contract No.: _____

Contract Amount: \$ _____

P.O. No.:

P.O. Amount: \$ _____

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

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

ACCORDING TO THE SCOPE OF WORK CONTAINED HEREIN.

**AGREEMENT
BY AND BETWEEN**

**THE CITY OF SOMERVILLE
AND**

+ _____

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

WHEREAS, the City seeks the following services: _____ (hereinafter, the "Services"); and

WHEREAS, the procurement of such services is:

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

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

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

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

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

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

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

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

3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to: _____

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

2. The Services and the cost of the services are listed in **Appendix** attached and made a part hereto.

B. Payments.

1. The City agrees to pay the Vendor according to the SOW page in **Appendix**.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with M.G.L. c30B.

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

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

C. Invoicing.

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

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

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

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

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

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

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

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

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

7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:

(I) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,

(ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,

(iii) failure to perform this Contract in a manner reasonably satisfactory to the City,

(iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,

(v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,

(vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or

8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

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

may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

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

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

D. Obligations Upon Termination.

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

1. Cease performance upon the stated termination date;

2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and

3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. The City shall have the right to:

a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and

b) temporarily withhold payment pending correction by the Vendor of any deficiency; and

c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and

d) pursue remedies under any bond provided; and

e) pursue such other local, state and federal actions and remedies as may be available to the City.

2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.

3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.

4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

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

ARTICLE VI. GENERAL PROVISIONS

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

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

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

2. To the City addressed to:
Name: Purchasing Director
Address: Somerville City Hall
93 Highland Avenue
Somerville, MA 02143
Fax No.: 1-617-625-1344

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

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

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

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

Appendix A – Notice to Offerors / Copy of Advertisement
Appendix B – Price Proposal Page
Appendix C – Scope of Work (SOW)
Appendix D – Proof of Insurance
Appendix E – Forms

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

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

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

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

- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: _____. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

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

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

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

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

CITY OF SOMERVILLE

VENDOR

I hereby certify that the total contract amount is \$_____, and that an unencumbered balance of

from next page
delete remaining text boxes

Vendor

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

(Dept Head Name)
(Dept Head Title)

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

X_____
Signature of Authorized Agent of Vendor

Printed Name of Authorized Agent of

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

TIN or FID #

FOR CORPORATIONS ONLY:

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

Clerk's Signature

Print or Type Clerk's Name