

SOLICITATION FOR:

**Website Development and Content Migration
RFP 15-53 RE-BID**



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:

1/19/2015

DUE BY:

2/10/2015 at 11:00am EST

DELIVER TO:

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

**PATTERN LIBRARY AND TEMPLATES FOR WEBSITE REDESIGN
RFP 15-53 RE-BID
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

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

Price Proposal (in a separate, sealed envelope)

- _____ Price Summary Page
- _____ Acknowledgement of Addenda, if applicable (if price related)
- _____ Notice to Bidders (from introductory pages of this RFP – to be signed by authorized signatory of bidder and submitted with sealed bid)



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

To: All Parties on Record with the City of Somerville as Holding RFP 15-53 RE-BID,
Website Development and Content Migration

From: Angela M. Allen, Purchasing Director

Date: 1/20/2015

Re: Extend deadline, clarify Q/A period

Addendum No. 1 to RFP 15-53 RE-BID

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

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. Attachments #1 and #2 are for your reference and do not need to be included in your proposal package. Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDA:

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

1. Deadline to Submit Proposals

The advertisements for the RFP stated the deadline to submit proposals would be 2/3/2015. The RFP has been revised prior to release to change the deadline to submit proposals to **Tuesday February 10th, 2015** at 11:00am. The new deadline is reflected throughout the bid package.

2. Questions and Answers

Questions and answers will be fielded in two rounds. The first round of questions is due by January 26th, 2015 at 4:30pm. The second round of questions is due by February 2nd, 2015 at 4:30pm. All questions received in each round will be answered via separate addendum. If no questions are received, no addendum will be issued.

NOTICE TO PROPOSERS
RFP #15-53 RE-BID

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

- SECTION A. Sealed proposals for: Website Development and Content Migration
- The bids will be received at the office of the Purchasing
Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than
2/10/2015 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 **1/19/2015.**
- SECTION C. Bid envelopes shall be clearly marked as follows: "**Bid No: RFP 15-53 RE-BID**"
- 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: _____

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

**BIDDING INSTRUCTIONS FOR
WEBSITE DEVELOPMENT AND CONTENT MIGRATION
Bid No. RFP 15-53 RE-BID**

Enclosed you will find a request for proposal for: The City of Somerville is seeking to redesign and enhance the Somervillema.gov website to provide easier and more user friendly access to City services, departments, resources and data. The vendor will prepare and deliver a responsive web pattern library and templates based on the Brand Design and Style guide developed as part of the Branding phase.

**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 **1/19/2015** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original and two (2) copies of the non-price technical proposal marked: “Non-Price Proposal—RFP 15-53 Web Content Migration”. The second envelope includes one (1) original price proposal marked “Price Proposal— RFP 15-53 Web Content Migration”. Please send the complete sealed package to the attention of the Michael Richards, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on 2/10/2015.**

PLEASE NOTE: In addition to all the requested forms, references, and portfolio information, a written proposal is required that outlines qualifications, prior work experience, your planned approach to the project, and other relevant information.

Please provide links to a portfolio of previous projects and websites similar in size, scope, and approach to the City’s needs. Please include links with your non-price proposal.

Provide one electronic copy of all of the proposal response information for non-price proposal. Electronic copies are to be submitted on CD-ROM or flash drive 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

Two rounds of questions and answers concerning this solicitation will be considered. Questions must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 1/26/2015 @ 4:30pm ET** for the first round and **before 2/2/2015 @ 4:40pm ET** for the second

round of questions.. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to mrichards@somervillema.gov. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

Questions and answers posted from the first iteration of RFP 15-53 are posted in Appendix A as a reference. The dates cited may not reflect the timeline for the current RFP; rather, the questions and answers are provided here as a reference.

1.4 Bidding Schedule

Key dates for this Invitation for Bid:

RFP Issued	1/19/2015
Deadline for Submitting Questions, Rd 1	1/26/2015 – 4:30pm
Deadline for Submitting Questions, Rd 2	2/2/2015 – 4:30pm
Bids Due and Opened	2/10/2015 – 11:00am
Anticipated Contract Award	2/20/2015
Services Commence	5/1/2015
Contract Completion Date	10/1/2015

Responses must be delivered by **2/10/2015 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143.

SECTION 2.0

SPECIFICATIONS/SCOPE OF SERVICES

WEBSITE DEVELOPMENT and CONTENT MIGRATION

2.1 Background

It is a priority of City of Somerville Mayor Joseph A. Curtatone to redesign and enhance the Somervillema.gov website to provide easier and more user friendly access to City services, departments, resources and data. The Mayor's Executive Office of Communications has partnered with Code for Boston to carry out this primarily open source project and will be following Code for America's Digital Front Door initiative in collaboration with other cities and jurisdictions undertaking similar initiatives. The project will use the current instance of the Drupal content management system, and will incorporate a rigorous usability testing regimen based on community outreach and be undertaken in an iterative and agile fashion to ensure the best possible outcome for all stakeholders including citizens, visitors, business owners, persons with disabilities and underserved populations as well as City staff. The citizen user experience is to be the driving factor behind this project. The new site will be entirely responsive and able to be accessed on both desktop and mobile devices in a seamless way. To improve/increase usability for both the public and city staff, many of the existing web apps and content elements will be re-factored, migrated and consolidated to the new site during the process of implementation. The Office of Communications will recruit a group of advisors including community leaders, technology experts, Code for Boston members and city staff to review project progress and offer advice to the participants and vendors.

Definitions

Project Manager: The Project Manager will be identified in writing to the Vendor by the City prior to the contract start date. All verbal and written communication will be delivered through the Project Manager, or an assigned delegate for specific matters.

Project Expense: Unless otherwise identified within this Scope of Work, vendor is responsible for expenses for installing the content management system on a testing server, migrating content from the City's previous system to the testing server, and installing the completed and approved deliverables on the City's internal server for hosting.

Content Management System (CMS): A software system that provides website authoring, collaboration, and administration tools designed to allow users with little knowledge of web programming languages or markup languages to create and manage website content with relative ease.

Content Migration (Web): The process of moving information stored on a Web content management system (CMS) to a new system. Content may include static HTML pages or dynamic pages utilizing PHP, as well as any associated multimedia files and dependencies. Content migration includes both the process of transferring the data to the new system as well as mapping the content so that it remains accessible through the new systems templates.

2.2 Scope of Work

The vendor will install the most current stable release of the open source CMS Drupal on a test

server accessible only to the vendor, Project Manager and delegates. The test server will be provided at the expense of the vendor. The vendor will migrate only the content outlined by the Project Manager from the existing website to this new installation. The existing website utilizes the Drupal 6 CMS and is hosted at <http://www.somervillema.gov>, and the vendor will stand up the new site in either Drupal 7 or 8 in consultation with the project manager, after it is determined which release is deemed most stable and advantageous at the time of migration.

The vendor will develop a new, responsive website on this testing server in adherence to design documents provided by the City. These documents, including information architecture, templates, pattern libraries, user testing summaries, and style guides, are being developed by the City and its vendors as separate projects prior to development.

The website will leverage existing/open source site infrastructures and tools, and offer robust centralized search capability, an engaging community calendar to allow moderated postings by residents, cross-topic navigation, and user-focused delivery. All deliverables must meet industry standards and best practices for user experience and performance. All deliverables must comply with Federal Government Section 508, usability, privacy and IT security standards, and be compatible across browsers and devices. All code must be HTML 5 compatible and all deliverables must comply with ADA accessibility guidelines (WCAG 2.0 and Section 508).

The vendor will provide timely iterations to satisfy the feedback and revisions provided by the Project Manager. The vendor will interface with the City's Information Technology department and our Code for Boston advisors through the Project Manager, or designated delegates, to facilitate the transition of the finished website to the City's internal web server.

The vendor will deploy the website code on GitHub, a web-based repository hosting service that offers all of the distributed revision control and source code management (SCM) functionality. A GitHub account will be provided by the City. The vendor must be willing to coordinate with our Code for Boston advisors, through the project manager or via a designated delegate, on sourcing of open source infrastructures and tools and the sharing of all appropriate code on Github as open source code.

2.3 Deliverables

The vendor is required to develop an open source website using a theme that is based on the information architecture, style guides, templates, and pattern library provided by the Project Manager. The website will be developed on a secure testing server that will allow active progress to be visible by the Project Manager and delegates. Authority, control and ownership of the website reside with the City of Somerville.

New Drupal Installation on Testing Server

The vendor will provide a secure testing server accessible only to the vendor, Project Manager and delegates. The testing server should be configured with provided specifications that will mirror the City's Linux server (Apache) that will ultimately host the finished website. Iterations will be visible to the City during the development process at this location.

Website

The vendor will provide the elements necessary to achieve the vision contained in the provided information architecture, templates, pattern library, user testing reports and style guide.

Vendor will create and present a written project plan detailing the methods they will use to convert wireframe templates, style guides, information architecture and other guidance provided by the Project Manager to a responsive, ADA compliant website operating on the most current stable release of Drupal. Project plan will also detail the migration strategy the vendor will use to ensure that desired content can be successfully migrated to the new platform. This project plan should include the methodology to be used, project team assignments, task delivery dates, and perceived risks. This plan is due no later than 10 business days after the contract start date.

The following are examples of items that will be installed and configured by the vendor in accordance with the City's design documents and the Digital Front Door initiative.

- Elements
 - CSS files
 - Google fonts
 - Google Analytics
 - Themes
 - Nodes
 - Content Types
 - Blocks
 - Views
 - Modules
 - User Accounts
 - Two factor authentication
 - Spam control
 - Intelligent sitewide search (critical in allowing users to easily navigate the site, retrieve documents etc. without the limitations of Drupal's stock search options; possibly using a Google Appliance)
 - City & Community calendar (allowing both City departments and users to post items, and allowing the City to moderate these postings)
 - Carousels
 - Slideshows
 - Lightboxes
 - Links & URL structures
 - Lists
 - Media
 - Tables
 - WYSIWYG Text Editor
 - Headers
 - Footers
 - Navigation
 - Listings (i.e. news, events, press releases, etc)
 - Breadcrumbs
 - Contact Information
 - Social Media Feeds
 - Emergency Alerts
- Templates (designs will be provided by the Project Manager)

- Home Page
- About
- Contact
- News Post / Blog
- Community engagement (landing page connecting to engagement opportunities, including links to surveys, discussion boards, newsletter signups, alert signups, service requests etc.)
- Department
- Directory
- Program
- Person
- City & Community Calendar (see <http://www.cityofmadison.com/calendar>; with functionality to populate user Outlook and Google calendars, see <http://www.victoria.ca/EN/main/community/events/events-calendar/185084/planning-land-use-committee.html>)
- Event (see <http://www.cityofmadison.com/calendar/alzheimers-10-signs-to-know>)
- Information Directory
- Service Request
- Address lookup for city service information (see <http://www.somervillema.gov/residents/address-lookup>)
- City TV (schedules and embedded video)
- Online payments (centralized access to City's third party payment portals)
- Search
- Galleries (e.g. photo, videos, etc)
- Frequently Asked Questions

Code must be HTML 5 compatible and comply with ADA accessibility guidelines (WCAG 2.0 and Section 508).

Content Migration

Vendor will create a written content migration strategy (such as a chart) to explain the strategy that will be used for content migration and mapping. The vendor will present the content migration strategy to the Project Manager in person, and make revisions to the strategy as needed. The plan is due no later than 30 days after the contract start date. The Project Manager is available to offer any information about current site architecture, content types etc. that the vendor requires to create a comprehensive and effective strategy.

The vendor will follow the agreed upon content migration strategy to ensure that necessary content and features in the current website are available in the new system, and are presented in a way that adheres to the information architecture, pattern libraries, style guides and pre-user testing reports provided by the City and ongoing user testing by a designated vendor. Examples of content to be migrated include pages, street sweeping schedule entries, vendor profiles, employee and City official profiles, news stories, calendar entries and more. There are approximately 60 content types to be migrated. A good amount of older content (pdfs, reports, postings, etc.) on the current City website will be omitted from the new website.

2.4 Project Management

The project will be managed in an iterative and agile fashion. The overall deliverables are described above, but it is expected that the selected vendor will break down the high-level tasks and organize priorities according to feedback and input received during the process.

2.4.1 Project Manager

Dan Moore, Project Manager (City of Somerville)

2.4.2 Software as a Service (SaaS)

The City will be utilizing the following Software as Services (SaaS) in managing this project:

- JIRA for Agile/Scrum development, sprint planning and review
- Slack for ongoing communication channel
- Google Docs for project document collaboration

2.4.3 Project Management Tools and Processes

- The City Project Manager will set up a project email list for use by all participants and separate lists for each component and group. All project communication is required to take place on these lists or in communication channel and task tracking tools described below.
- A weekly meeting will be conducted online using Google Hangouts. Unless previously excused, at least one representative from each vendor preferably the team lead is required to participate during their active participation in the process.
 - By COB on the day prior to this meeting, the vendor is required to submit an email report to the project mailing list describing the tasks accomplished in the previous sprint, tasks to be completed in the upcoming sprint and any roadblocks or questions they have encountered that block their progress.
- Agile/Scrum Development - 3 Week Sprints - sprint planning and review
 - The project will be divided into 3 week sprints
 - Each 3rd weekly meeting will be used to review work completed in the previous sprint and plan tasks for the upcoming sprint.
 - Priorities will be reviewed and revised at each of these meetings.
- An online instance of JIRA (provided by the City) will be used to track project tasks. Each vendor is required to use this tool to break down high-level requirements into manageable tasks and track their progress on a daily basis. The City Project Managers will use this tool to follow progress and to comment on progress during the course of the project.
- Slack.com will be used for all ongoing communication with vendors. The vendor is required to participate in this channel during City business hours (8:30am - 4:30pm) to ensure questions are answered in a timely manner.
- Google docs will be used to manage all project documents. The vendor is required to use this tool to draft documents and the Project Managers will use the commenting function to review all documents and documents will be considered approved when all comments are resolved.

2.4.4 Tentative Schedule

- Vendor(s) Selected and Signed February 2015
- Vendor provided with necessary design documents June 2015
- Vendor provides Alpha release of website on the testing server August 2015
- Vendor completes preliminary content migration September 2015
- Vendor provides final release of website on the testing server October 2015

2.4.5 Estimated Project Cost

Estimated project costs range from \$40,000 to \$70,000.

Application Requirements

Please note that in addition to all requested forms, references and cost estimates, a written proposal noting your project plan and approach, relevant work experience, proposed timeline, etc. is required.

2.5 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.

In order to provide verification of affirmative responses to items 1, 2 and 3 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.

2.6 Period of Performance

The period of performance for this contract is eight (8) months beginning on or about 3/1/2015 with substantial completion by 10/31/2015.

2.7 Place of Performance

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

2.8 Vendor Conduct

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

2.9 Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing

Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

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

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

SECTION 3.0
RULE FOR AWARD

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

RFP 15-53 Website Development and Content Migration

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.

Price proposals are to be delivered in a separately sealed envelope. Failure to do so will result in disqualification.

Total Project Cost	\$ _____
---------------------------	----------

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 (found at the beginning of this RFP)

5.1.2 Quality Requirements Form

5.1.3 Reference Sheet

5.1.4 Non-Collusion & Tax Compliance Form

5.1.5 Certificate of Signature Authority

5.1.6 Somerville Living Wage Ordinance Form

5.1.7 Vendor TIN Certification Form

5.2 Required Submissions (to be provided post award)

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

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



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

QUALITY REQUIREMENTS FORM

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

QUALITY REQUIREMENTS		YES	NO
1.	<u>Do you have five (5) years or more of experience</u> in providing similar services to other municipalities OR large organizations/companies for websites presenting multiple departments/initiatives/services? The City would prefer experience with at least one municipality.		
2.	Can you provide all the City of Somerville website development and content migration specification requirements as described in this proposal?		
3.	Are you able to complete the project on or before the prescribed deadline?		
4.	Can you work with the City and our community partner, Code for America Boston Brigade, to create primarily open source materials? The City would prefer that all materials created are open source.		
5.	Can you provide links to a portfolio of previous projects similar in scope and approach? Please include links with proposal.		
6.	Can you provide three references for relevant work? Please include with proposal.		
7.	Will you comply with the City of Somerville's Living Wage Ordinance?		

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, 2 and 3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Comparative Evaluation Criteria

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

Factor 1: Compliance with information requested in RFP

Highly Advantageous	Proposal has exceeded compliance with all information requested in RFP
Advantageous	Proposal has complied with all information requested in RFP
Not Advantageous	Proposal is missing one or more requested sections of the RFP

Factor 2: References Submitted

Highly Advantageous	References rate the applicant outstanding or equivalent
Advantageous	References rate the applicant good, or equivalent
Not Advantageous	References rate the applicant average or poor

Factor 3: Delivery Timeframe

Highly Advantageous	Very confident vendor can complete project on time
Advantageous	Confident vendor can complete project on time
Not Advantageous	Somewhat confident or not confident vendor can complete project on time

Factor 4: Vendor's portfolio demonstrates excellence in web development, site migration & responsiveness

Highly Advantageous	Quality of work in portfolio is of the highest caliber and shows excellence in functionality, experience with similarly complex site architecture and migration and excellence in responsiveness
Advantageous	Quality of work in portfolio is of good quality and shows good functionality, experience with complex site architecture and migration and superior responsiveness
Not Advantageous	Quality of work in portfolio is of average to below average quality and shows moderate to below-average functionality, does not show experience with complex site architecture and migration and is not effectively responsive

In order to provide verification of affirmative responses to items 1 through 7 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

REFERENCE FORM

Bidder: _____

IFB Title: _____

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____



Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

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

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



Certificate of Authority (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

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security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor:_____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2014** 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



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.



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

CERTIFICATES SHOULD BE MADE OUT TO:

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

CANCELLATION

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 **2/10/2015 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

6.1.2 Evaluation Methodology

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

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

6.2 Non-Price (Technical) Proposal Format

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

Please provide links to a portfolio of previous projects and websites similar in size, scope, and approach to the City's needs. Please include links with your non-price proposal.

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.

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

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

6.2.1 Cover Letter

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

6.2.2 Qualifications & Experience

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

6.2.3 Quality Requirements Form

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

6.3 Price Proposal Format

6.3.1 Cover Letter

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

disqualified.

6.3.2 Price Summary Page

Please complete the price summary page listing the total project price. The price proposal must be in a separately sealed envelope. Failure to do so will result in disqualification.

6.3.3 Bid Prices to Remain Firm

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

6.3.4 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

6.3.5 Estimated Quantities

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

6.4 Bid Signature

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

6.5 Time for Bid Acceptance

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

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

6.6 Hours of Operation

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

6.6.1 Holidays

Holidays are as followed:

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

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

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

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

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

6.6.2 Inclement Weather Days

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

6.6.3 Unforeseen Office Closure

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

6.7 Changes & Addenda

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

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

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

After the bid opening, an Offeror may not change any provision of the bid in a manner

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

6.9 Right to Cancel/Reject Bids

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

6.10 Unbalanced Bids

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

6.11 Brand Name “or Equal”

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

6.12 Warranty

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

6.13 Contract Term Length

The contract will remain in effect for **eight (8) months**, from **on /about 3/1/2015 to on/ about 10/31/2015**.

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.

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, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

7.7 Insurance

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

ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

7.8 Independent Contractor

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

7.9 Complete Agreement

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

7.10 Assignment

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

7.11 Subcontractors

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

7.12 Governing Law

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

7.13 Enforceability

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

7.14 Conflict of Interest

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

7.15 Termination

7.15.1 For Cause

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

7.15.2 Termination for Convenience

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

7.15.3 Payment by the City

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

7.15.4 Contractor's Duties Upon Termination For Convenience

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

7.16 Discrimination

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

7.17 Withdrawal or Modification of Bid Response

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

7.18 Samples

All qualified proposers may be requested to submit samples.

7.19 Financial and Operational Information

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

7.20 Payment

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

7.21 Extension of Contract

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

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

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

7.22 Sales Tax Exemption

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

APPENDIX A

QUESTIONS AND ANSWERS ISSUED IN ORIGINAL RFP

NOTE: DATES MAY NOT REFLECT CURRENT TIMELINE

Questions Regarding RFP 15-53 Web Development and Content Migration

- Content migration is mentioned several times. Do you require the vendor to migrate all pertinent content from the old site or provide a strategy to migrate content (as described on page 9)? **Content migration is a critical component of this redesign. Within 10 business days of the contract start date, the vendor will outline a strategy for migrating pertinent content (of the types listed under "Elements" on RFP p.8) to the new website. Once approved by the Project Manager, the vendor will implement this strategy during the development phase of the website, which begins after design documents are received by vendor (tentatively by 5/29/2015).**
- You have outlined 90 days (approx. 12 weeks) of development time from award to final release of the site. Is there an event that the site needs to be complete for? **The timeline provided is tentative, and the launch date for the website does not coincide with any specific event. The City will be providing the vendor with comprehensive design documents (information architecture, style guide, pattern library, and templates), so the Website Development and Content Migration phase is expected to be straightforward. While it is desirable to make the new website available in a timely fashion, our first concern is the functionality and quality of the finished product.**
- Will there be any onsite visit required? **Most interactions will be conducted online using the project management tools outlined in the RFP (e.g. Google Hangouts, JIRA etc.), but vendors must have the capability to work on-site to meet and troubleshoot should it become necessary for the successful development and launch of the website.**
- (1) Whether companies from Outside USA can apply for this ?? (From India or Canada) **Yes, but please be aware that do to the additional financial and legal logistics of managing a contract with a company outside of the U.S., applications from outside of the U.S. will be considered less advantageous, though they will not be ruled out for this reason.**
- (2) Whether we need to come over there for meetings ?? **Most interactions will be conducted online using the project management tools outlined in the RFP (e.g. Google Hangouts, JIRA etc.), but vendors must have the capability to work on-site to meet and troubleshoot should it become necessary for the successful development and launch of the website.**
- (3) Can we perform the tasks (related to RFP) outside USA?? ((From India or Canada) **Yes, but please be aware that do to the additional financial and legal logistics of managing a contract with a company outside of the U.S., applications from outside of the U.S. will be considered less advantageous, though they will not be ruled out for this reason.**

- (4) Can we submit our proposals via email ? Unfortunately no. Due to the requirement that all bids meet sealed bid requirements, all proposals must be submitted in sealed envelopes with original signatures to the Purchasing Department at 93 Highland Avenue Somerville, MA 02143 by 11:00am ET on 12/16/2014.
- Are we required to do the work on site, or just be available for meetings and server migrations? If the latter, how often do you expect the vendor to be available on site? Vendors will only be required to work on-site for meetings, migration, and troubleshooting as needed. We hope that a smooth development cycle and launch will allow us to keep these meetings to a minimum (1-2).
- Are you open to receiving the final proposal electronically via email? Unfortunately no. Due to the requirement that all bids meet sealed bid requirements, all proposals must be submitted in sealed envelopes with original signatures to the Purchasing Department at 93 Highland Avenue Somerville, MA 02143 by 11:00am ET on 12/16/2014.
- Can you please list all 3rd party integrations that will be in scope for this project? Integration is defined here as making a usable and intuitive handoff to the following payment services: Duncan Municipal Online Services, CitizenServe, InvoiceCloud, MinuteMan Library Network, and Kelley & Ryan Municipal ePayment. One system that we are interested in integrating via API is Accela's IQM2 MinuteTraq. This software is used for legislative calendar management, and the developer provides .NET and REST / JSON APIs.
- What are the expected browser requirements of the site? Specifically, the minimum and latest version you expect to support? The usage patterns of the current site require the redesigned site to be optimized for the following browsers: Google Chrome 38 and higher, Internet Explorer 9 and higher, Safari 6 and higher, Firefox 22, and Android Browser 4.0 and higher. The site should still retain functionality on older browsers through graceful degradation.
- Per the tentative schedule in section 2.4 you are anticipating the release to the testing site to be 90 days after receiving the design documents. This would translate to four 3 week sprints, correct? Yes.
- The RFP indicates the period of performance to run until 10/31/15 but the tentative schedule indicates releasing the site in August 2015. Can you elaborate on what would happen through 10/31? The period of performance takes into account the tentative nature of the schedule, as well as our needs for revisions following the launch of the website. The August date had been changed to September in a recent addendum. You can view a more current tentative timeline at the following link. Please bear in mind that this timeline takes into account two other phases of this project related to our Pattern Library / Templates and User Testing RFPs. The development & content migration window begins after the completion of the last design documents (listed as 5/29/15) and extends until

project completion:

<http://www.somervillema.gov/sites/default/files/tentative-web-timeline.pdf>

- Are you looking to the selected vendor to manage a testing period after the final release of the site on the testing server? Once the website on the vendor's testing server is completed and approved, the site will be migrated to the City's internal hosting server. Once the site has been configured and is functioning properly, the site will go live. The vendor will then assist the City with revisions and support as needed once the public begins using the site.
- Do you currently have an environment architecture in place? From a software standpoint, our current environment's technology stack includes a Debian Linux server running Apache HTTP with mod_perl and mod_python extensions. This server hosts a Drupal 6 installation utilizing a MySQL database, HTML, CSS, JavaScript, jQuery and PHP. The new website will most likely be hosted on a virtual server that can be configured for the needs of the developed site.
- What kind of resources from the City of Somerville will be dedicated to this project? Can you elaborate on the IT team who will manage the day to day maintenance and support of the site after launch? Internally, the City has an 8-person IT team and a Webmaster from the Office of Communications. The day-to-day maintenance and support of the site will be managed by the Webmaster and the following IT staff members: Network Manager, IT Supervisor, and IT Server Support Tech. The City will be providing a virtual server to host the finished website, and will configure this server based on the vendor's requested specifications.
- Will the IT team need any additional training on the solution, specifically with the recommended upgrade to Drupal 7 or 8? Per the RFP, the new website will be developed using the latest stable release of Drupal at time of development. Currently, this is Drupal 7, and we expect that this will still be the case when development starts. An upgrade to a later version would not be necessary during or immediately following the launch.
- We have an extensive network of references who are able to speak to our development capabilities, is it a steadfast requirement that the references are from similar sized Municipalities? We would prefer to see recommendations from previous clients with sites of similar complexity. Recommendations for work done for other municipalities would be helpful, but does not have to be for populations of a similar size, but rather website complexity of a similar level (multiple departments, programs and services).
- Please describe the current environment's technology stack. From a software standpoint, our current environment's technology stack includes a Debian Linux server running Apache HTTP with mod_perl and mod_python extensions. This server hosts a Drupal 6 installation utilizing a MySQL database, HTML, CSS,

JavaScript, jQuery and PHP. The new website will most likely be hosted on a virtual server that can be configured for the needs of the developed site.

- How many participants do you expect for the user-requirements gathering session? There will be three user testing sessions that will work with various population groups based on the recommendations of the user-testing vendor, who will also make recommendations as to group size. We expect this to meet standard industry practices.
- Please describe the size and breadth of knowledge of the in-house technology resources. Internally, the City has an 8-person IT team and a Webmaster from the Office of Communications. The day-to-day maintenance and support of the site will be managed by the Webmaster and the following IT staff members: Network Manager, IT Supervisor, and IT Server Support Tech. The City will be providing a virtual server to host the finished website, and will configure this server based on the vendor's requested specifications. The staff has knowledge of server/networking hardware and software as well as web design and development (including HTML, CSS, JavaScript, jQuery, PHP and MySQL).
- What is the preferred timetable for this engagement (i.e., start date, completion date, etc.)? A tentative timeline and period of performance can be found in the RFP, and a more general and holistic timeline can be found at this link: <http://www.somervillema.gov/sites/default/files/tentative-web-timeline.pdf> This timeline includes phases from 3 separate RFPs: Pattern Library / Templates, User Testing, and Website Development and Content Migration. Development will begin by the end of May 2015 when the design documents from the first two phases are available. The target launch window for the final website is in September.
- Do you prefer onsite visits from [THE VENDOR] Most interactions will be conducted online using the project management tools outlined in the RFP (e.g. Google Hangouts, JIRA etc.), but vendors must have the capability to work on-site to meet and troubleshoot should it become necessary for the successful development and launch of the website.
- Please describe your hosting needs: amount of data required, monthly budget, and expectations on web maintenance fees. Per the RFP (S. 2.2 & 2.3), the City will be hosting the website internally. The vendor is responsible for the creation of a testing server accessible remotely by the Project Manager and delegates during development, as well as assistance in moving the website from this development server to the City's server.
- How many staff members will need to be trained to edit the site? Fewer than five staff members will need to be trained by the vendor directly.
- What are your expectations for training? The vendor will train the Project Manager and fewer than 4 others on the workings of the completed site. This

training must cover all of the day-to-day workings of the website (posting, editing, revisions etc.), as well as the technical considerations of the website (e.g. the interplay between modules).

- Please explain who your “content owners” are and how they will use your website. Certain staff members from various departments and divisions within the City will draft content revisions that will be reviewed, approved, and published by their respective persons in charge or the City webmaster.
- How many potential content managers should the site support? Does the City already have a clear idea of the number of editor/admin roles they would require? The site will likely launch with fewer than 30 editors and fewer than 5 admins, but the City must have the ability to add editors and admins as needed in the future.
- Please explain how your content approval process will work from a staff perspective. How do you envision this being automated? Staff members will be given user accounts to allow the creation of content revisions. These revisions will then be approved and published by the person in charge of each department, division etc.
- Please explain your needs for version control of documents and content on your website. These tools vary widely (as do their costs). We need the website to offer node revisions that will allow content to be saved as a new version or rolled back to a previous state. Source code management will be handled through GitHub.
- Can you please note which systems you would like the new website to integrate with and the level of integration. For example – do we need to program “hooks” or APIs that will connect one system to another? Or, is integration defined as making the site as usable and intuitive as one clicks from one system to another through best practices in design, layout, readability and usability? Integration is defined as making a usable and intuitive handoff to the following payment services: Duncan Municipal Online Services, CitizenServe, InvoiceCloud, MinuteMan Library Network, and Kelley & Ryan Municipal ePayment. One system that we are interested in integrating via API is Accela’s IQM2 MinuteTraq. This software is used for legislative calendar management, and the developer provides .NET and REST / JSON APIs.

APPENDIX B

SAMPLE CONTRACT

Professional Services Agreement
By And Between
The City Of Somerville

Acting Through Its Purchasing Department

For : end user department

Contract #_____

Contract Amount \$

Purchase Order # A_____

P.O. Amount \$_____

Bid # 05-04

Contract Period: mm/dd/yyyy to mm/dd/yyyy

Contract For: service description

Vendor: name
address
city, MA zip
phone

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

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

This Contract made this datest day of month 2004, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and vendor (hereinafter, the "Vendor").

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

WHEREAS, the City has followed the bidding procedures required by G.L. c. 30B, §5 for bids 6 for proposals, (See Appendix A - Notice to Bidders/Advertisements and IFB or RFP No. bid no. attached and made a part hereto); and

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

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

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

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

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

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

B. Delivery (Applicable to Supplies Only).

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$contract price for Services rendered and/or Supplies received as specified in **Appendix C**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.
3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or

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

B. Termination Upon Default.

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

and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

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

D. Obligations Upon Termination.

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

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

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and

- c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
 - d) pursue remedies under any bond provided; and
 - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

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

ARTICLE VI. GENERAL PROVISIONS

A. Governing Law. This Contract shall be governed by the laws of the

Commonwealth of Massachusetts.

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

provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

J. Severability. In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.

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

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

Fax Number: vendor's fax

2. To the City addressed to:

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 Bidders/Copy of Ad

Appendix B – Price Page

Appendix C – Scope of Services
Appendix D – Insurance
Appendix E – Living Wage Ordinance
Appendix F – Certificate of Good Standing

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

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

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

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

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

other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: insert fid no. 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 E**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

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

CITY OF SOMERVILLE

I hereby certify insert text box
from next page
delete remaining text boxes

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Rositha Durham
Purchasing Director

Department Head

APPROVED AS TO FORM:

John Gannon
City Solicitor

VENDOR

vendor name

X _____
Signature of Authorized Agent of Vendor

name of vendor signatory
Printed Name of Authorized Agent of Vendor

signatory title
Title of Authorized Agent of Vendor

signatory address
Street Address of Vendor

city, state zip
City, State and Zip

vendor fid no
Tax ID #

FOR CORPORATIONS ONLY:

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

Clerk's Signature

Print or Type Clerk's Name