

**2015-16
REQUEST FOR PROPOSALS**

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR PUBLIC SERVICES

Bid Number # 15-57CD

LEGAL NOTICE

City of Somerville
Purchasing Department
RFP #15-57 CD
RFP #15-58 CD

The City of Somerville Mayor's Office of Strategic Planning and Community Development (OSPCD) through the Purchasing Department, invites sealed proposals for the 2015-2016 HUD Action Plan for the:
Community Development Block Grant Program
Emergency Solutions Grant Program.

Community Development Block Grant Program. Proposals must be for programs that provide Public Services to low- and moderate-income residents of the City of Somerville. Bid Number RFP #15-57 CD

Emergency Solutions Grant Program. Proposals must address the needs of homeless individuals and families in the City of Somerville. Funds for the Emergency Solutions Grant are provided by the federal Stewart B. McKinney Homeless Assistance Act. Bid Number RFP #15-58 CD

Request for Proposal packages for both programs may be picked up at the Purchasing Department, Somerville City Hall, 93 Highland Avenue, First Floor, Somerville, MA 02143 beginning at **8:30 A.M. Wednesday, January 21, 2015.**

Proposals must be submitted no later than
11:00 A.M. Tuesday, February 17, 2015 for Public Services

11:30 A.M. Tuesday, February 17, 2015 for Emergency Solutions Grant at the above address.

Please contact Michael Richards, Procurement Analyst x 3403, or email mrichards@somervillema.gov,
for information and proposal packages

Angela M. Allen
Purchasing Director
617- 625-6600, x 3400

Somerville News
(1/21/2015)

REQUEST FOR PROPOSAL CDBG PUBLIC SERVICE GRANTS

A. BACKGROUND INFORMATION

The City of Somerville, through its Purchasing Department, is seeking proposals from nonprofit agencies and organizations for public service programs to be funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. Fifteen percent (15%) of the City's total CDBG Entitlement Grant is committed to the provision of direct social services to meet the needs of the low- and moderate- income families. The CDBG Program, including these public service grants, is administered through the Mayor's Office of Strategic Planning and Community Development (OSPCD).

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued	January 21, 2015
Deadline for Submitting Questions to RFP	February 10, 2015
Proposals Due, Evaluation Begins	February 17, 2015 – 11:00 A.M.
Anticipated Contract Award	May 15, 2015
Services Commence	July 1, 2015
Contract Completion Date	June 30, 2016

B. EVALUATION OF PROPOSALS/AWARD OF GRANT

1. Minimum Eligibility Criteria

HUD requires that any public service program funded with CDBG funds must (1) be a new service or show a quantifiable increase in the level of service provided above that provided during the previous twelve months (24 CFR 570.201(e)), and (2) provide a benefit to low- and moderate- income families (24 CFR 570.200(2)). The City of Somerville requires that the program serve Somerville residents.

2. Selection Criteria

Proposals are urged to address the following considerations in completing the required Section 1: Program Description:

- Recent or proposed adaptations of the Proposer's services to better serve Somerville's changing population,
- Recent or proposed innovations and/or improvements in the Proposer's service model,
- Clear identification of emerging public service needs consistent with the City's Proposed 5-year Consolidated Plan (see **Attachment A**),
- Funding match(es) from other sources,
- Collaboration with other non-profits in planning and service delivery,
- Justification for continued funding (addressing Minimum Eligibility Criteria **particularly Low Moderate Income (LMI) clientele eligibility**), and
- Contributions towards SomerPromise's mission, service model, and measures of success, if applicable.

3. Selection Procedure

Grants are exempt from the Chapter 30B selection procedures. Proposals shall be reviewed by the CDBG Advisory Committee. In addition to the Minimum Eligibility Criteria and Selection Criteria listed above, the Committee will take into account census data, human service provider statistics and results of the public meetings. The Committee will make recommendations to the Mayor and final funding decisions will be made jointly by the Mayor and the Committee.

4. Execution Grant Agreement

Successful Proposers must execute a Public Service Grant Agreement within 30 days of award with the City of Somerville in substantially the same form, including Appendices, as the sample Grant Agreement included in Attachment C of this RFP. Please note that funding is typically for one year only, although the City may extend the term of the grant in appropriate cases.

5. Grant Agreement Reporting Requirements

The Quarterly Report those successful Proposers will be required to submit to meet CDBG Requirements is included in **Appendix D** of the Sample Grant Agreement included with this RFP as **Attachment C**.

C. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal Due **Tuesday, February 17, 2015 at 11:00 A.M.** Purchasing Department, City of Somerville, Somerville City Hall, 93 Highland Ave Somerville, MA 02143

Attached is the Public Service Grant Application. Please fill out the Cover Page, RFP Questions & Requests, Program Budget and Program Outcome Form. To assist the Advisory Committee please submit your proposal organizing all pages in the following order. We appreciate your attention to this matter.

SUBMIT SIX (6) COPIES OF EACH SECTION BELOW LABELED SECTION I, SECTION II, AND SECTION III.

SECTION I	Cover Page Program Description (Program Description not to exceed 8 pages)
SECTION II	Financial Planning Projections (Not to exceed 2 pages)
SECTION III	Miscellaneous Information Job description Total agency operating budget Listing of Board of Directors & affiliation Organizational chart Staff listing by Affirmative Action categories

SUBMIT ONE (1) COPY OF EACH SECTION BELOW LABELED SECTION IV, AND SECTION V.

SECTION IV	<u>Documents to be Provided for All Proposers</u> Authorization Vote of the Board Audit for last fiscal year (if proposer received more than \$25,000 for FY'14)
SECTION V	<u>Documents to be Provided for New Proposers</u> Articles of Organization Affirmative Action Plan
ATTACHMENT E	REQUIRED FORMS: Certificate of Authority, Certificate of Non-Collusion and Tax Compliance, Vendor Certification
ATTACHMENT F	FORMS REQUIRED POST AWARD: Certificate of Good Standing, Insurance

SECTION I: COVER PAGE (6 copies)

1. Agency Name: _____
2. Name of Project: _____
3. Address: _____

4. Contact Person (Name/Title): _____ Email Address: _____
5. Telephone Number: _____ FAX Number: _____
6. Agency Type (Check One):

Municipal ☐
Consortium or Collaborative ☐
List Members _____

Private Non-Profit ☐
Private for Profit ☐

7. Federal I.D. # _____ DUNS # _____
8. Each applicant should specify which subcategory best describes the proposed project:

Senior Services	<input type="checkbox"/>	Employment Training	<input type="checkbox"/> *
Handicapped Services	<input type="checkbox"/>	Crime Awareness	<input type="checkbox"/>
Legal Services	<input type="checkbox"/> *	Child Care Services	<input type="checkbox"/> *
Immigrant/Newcomer Serv.	<input type="checkbox"/> *	After School Program	<input type="checkbox"/>
* _____			
Mental Health Services	<input type="checkbox"/> *	Youth Services	<input type="checkbox"/> *
Health Services	<input type="checkbox"/> *	Substance Abuse Svc	<input type="checkbox"/> *
Domestic Violence Services	<input type="checkbox"/>	Other (please specify) _____	

* Categories that may align with ongoing SomerPromise initiatives.

9. Describe the population with whom you expect to work and estimate the number of people to be served by this project:

10. Client eligibility criteria used:

☐ An activity which benefits a limited clientele, at least 51% of whom are low-or moderate-income persons (24 CFR 570.208(2)(i))

☐ Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low-and-moderate-income: abused children, battered spouses, elderly persons, adults' meeting the Bureau of the Census' Current Population Reports definition of "severely disabled", homeless persons, illiterate adults, persons living with AIDS... (24 CFR 570.208(a)(2)(A))

11. Total Funding Requested in this proposal: _____

Submitted by _____ Date _____

Section I. PROGRAM DESCRIPTION (6 copies)
(Please limit your response to one page per subsection)

1. **If you were not awarded CDBG funds in the past year**, please provide a brief history of the agency; list its goals, objectives, and accomplishments in the past year.
2. **If you are requesting renewed funding for a program**, justify why you should receive CDBG funds and how your program addresses the City's 5 Year Consolidated Plan (2013-2017)(see **Attachment A**), indicate the increased numbers you will serve, detail the improved strategies to encourage self-sufficiency among continuing clients, identify your techniques to discourage recurring need for services.
3. Describe the target Somerville population served by this program, specifying age, sex, racial and ethnic characteristics, disability, income, and residency by Somerville neighborhood. **Indicate the client eligibility criteria you will use (51% documented Low/Moderate Income or presumed LMI group).**
4. Indicate the service model you will use to meet the needs of the population to be served and describe the level of service you will provide.
5. Contrast your model with other local agencies or programs that serve this population. Describe how and with whom your agency will work (public and private agencies) to provide the proposed service.
6. List the objectives of the program serving low and moderate income clients. For each objective specify the number of clients to be served, type of services and schedule.
7. Describe how you will measure and report progress on the objectives. Identify quantitative and qualitative measures. For example, how do you collect client data (see **Attachment B**); measure the impact of programs? Complete Program Impact Form, or provide a separate document addressing all of the questions and requirements in the Program Impact Form.
8. If this is continued funding, please use the attached **Program Outcome Form** to give a progress report on the current fiscal year's objectives to date. If objectives are not being achieved, or are being changed, please explain.
9. If your proposed project is in a category that aligns with current SomerPromise priorities (see #8 of cover page), describe how your program will coordinate with SomerPromise to advance a shared mission (see **Attachment D**). Please specify which focus area your program supports and how the program measures progress toward improving access and equity by closing opportunity gaps. Your agency's involvement with SomerPromise will depend on what SomerPromise is currently working on.

ATTACHMENT B**SECTION I. PROGRAM IMPACT FORM RFP Question #7****Sub Recipient: Name of Agency****Program: Name of Program**

NEED STATEMENT	PROGRAM GOALS	NUMBERS ASSISTED	HUD FY13 PROGRAM IMPACT	OUTCOMES ST (short term) LT (long term)
<i>Description of Need to be Addressed</i>		<i>Documented primary clients (PC) Secondary clients (SC)</i>	<i>Direct products of program activities</i>	<i>Benefits that result from the program</i>
Describe the history of the problem you're addressing and how your program solves this issue. _____	Please list your program's goals to address this issue. If you are in a SomerPromise related service area (as indicated on the cover pay, section #8), please indicate which focus area(s) your goals support.	Number of direct service clients completing Client Information Form. Number of secondary clients effected	What progress did your agency/clients and/or programs make during the fiscal year. For Example: Your program worked with 163 families to provide assistance in eviction prevention. Please make sure to include how this was accomplished. Or 27 children participated in the tutoring program and grade point average increased. Please make sure to include how this was accomplished.	How does your program affect either your client's well-being or the community's? For Example: Preventing evictions reduces strain on State Funding. (ST) Maintain family stability. (LT) Or Children with better study habits will go to college. (ST) They will receive better jobs. (LT)
DESCRIBE METHODOLOGY FOR MEASURING OUTCOME: (You need to measure at least one outcome)				
Indicator 1: _____ _____				
Each indicator represents how you record and collect all data for program				

SECTION II. FINANCIAL PLANNING PROJECTIONS (5 copies)

10. Submit the program budget from below and your organization's budget separately.

PROGRAM BUDGET FORM 7/1/15-6/30/16

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

	CDBG Project Expenses	*Program Funds	Matching Funds & Source
Administrative			
Salary	_____	_____	_____
Fringe	_____	_____	_____
Other Program	_____	_____	_____
Admin. Expen. (specify)	_____	_____	_____
Sub Total	_____	_____	_____
Direct Services			
Staff Salary	_____	_____	_____
Fringe	_____	_____	_____
Rent	_____	_____	_____
Utilities	_____	_____	_____
Other (specify)	_____	_____	_____
Sub Total	_____	_____	_____
Total	_____	_____	_____

- Specify matching funds for this project from other funding sources, indicate whether these funds are restricted to this project and state the dates of the matching funding cycle. _____
- Please describe in narrative form, the specific use of CDBG funds requested. _____

- ***Note**

- o **Providers may request a nominal fee that is appropriate for the low income population served. The fee for low income participants is not considered Program income or applicable credit.**
- o **Fees to non-low income participants would be considered Program income as an applicable credit.**
- o **Solicitation of donations must be a generic request and cannot be directed to specific participants.**

11. Summarize your agency's three (3) year funding strategy and identify clearly how you propose to minimize dependence on CDBG funding by including the sources of funding that your agency has applied for and/or received from January through December 2015. If you have a long-range plan for your agency (more than 3 years), please note this and include a summary

SECTION III. MISCELLANEOUS INFORMATION *(6 copies)*

12. Job descriptions or unit of service descriptions of all positions for which funding is requested; including salaries and qualifications.
13. Total agency operating budget.
14. A list of names, addresses and affiliations for board members and a brief narrative of the Board's function.
15. An Organization Chart for agencies which have not received CDBG funds in the past year, or in which substantial changes have taken place during the previous year.
16. Staff list by CDBG Affirmative Action categories.

SECTION IV. DOCUMENTS TO BE PROVIDED BY ALL PROPOSERS *(1 copy)*

17. Vote of the Board of Directors authorizing submission of this proposal.
18. If you received \$25,000 or more in CDBG and or Emergency Solutions Grant Funds during HUD FY15, provide an agency audit for the most recently completed fiscal year.

SECTION V. DOCUMENTS TO BE PROVIDED BY NEW PROPOSERS ONLY *(1 copy)*

19. Articles of Organization and license where applicable.
20. Agency's Affirmative Action Plan.

ATTACHMENT A: 5-YEAR CONSOLIDATED PLAN 2013-2017 OBJECTIVE, PRIORITY NEEDS, GOALS AND STRATEGIES RELEVANT TO PUBLIC SERVICES

OBJECTIVE:

- Provide activities to enable low and moderate income residents with the opportunities and resources to improve and expand their standard of living as the City's economy continues to grow

PRIORITY NEEDS:

- Building Communities of Opportunity
- Addressing the Needs of At Risk Population

GOALS:

- Family Stabilization and Job Readiness
- Reducing and Ending Homelessness
- Preserve and Maintain Existing Affordable Housing
- Stabilize and Revitalize Diverse Neighborhoods

STRATEGIES

Move individuals and families from poverty toward self-sufficiency and ending the cycle of poverty

- Provide education and training to maximize income
- Provide personal skills and support systems necessary to secure safe and affordable housing
- Provide quality child care
- Provide opportunities to fulfill education and employment goals
- Provide access to physical and mental health services
- Provide financial literacy to save for future needs
- Provide nutritious food and basic necessities to build strong stable families

Prevent and address homelessness prevention activities for at risk populations

- Provide safety net planning for individuals and families experiencing domestic violence
- Provide outreach to and provide emergency shelter, transitional housing and social services to alleviate and prevent homelessness
- Provide appropriate services for low income seniors living on fixed incomes
- Provide programming to meet the needs of people with disabilities

ATTACHMENT B: CLIENT INFORMATION

Proposers who receive grants will have to gather the following information required by U.S. Department of Housing & Urban Development, will have to keep individual client information in strict confidence and will be required to use composite data on client information to fill out progress reports and submit it on a quarterly basis to SPCD.

Name: _____ Address: _____

1. Total number of members in your household: _____
2. Please circle the household and check the income in which the combined gross annual income of your household falls: (Includes all sources of income as checked above)
Example: If the combined income of a 4-person household is \$35,000, circle (4) members, check (x) less than \$42,500

# in Household	Very Low Income	Low Income	Over Income
1 member	<input type="checkbox"/> Less than 29,750	<input type="checkbox"/> Less than 45,100	<input type="checkbox"/> Over 45,101
2 members	<input type="checkbox"/> Less than 34,000	<input type="checkbox"/> Less than 51,500	<input type="checkbox"/> Over 51,501
3 members	<input type="checkbox"/> Less than 38,250	<input type="checkbox"/> Less than 57,950	<input type="checkbox"/> Over 57,951
4 members	<input type="checkbox"/> Less than 42,500	<input type="checkbox"/> Less than 64,400	<input type="checkbox"/> Over 64,401
5 members	<input type="checkbox"/> Less than 45,900	<input type="checkbox"/> Less than 69,550	<input type="checkbox"/> Over 69,551
6 members	<input type="checkbox"/> Less than 49,300	<input type="checkbox"/> Less than 74,700	<input type="checkbox"/> Over 74,701
7 members	<input type="checkbox"/> Less than 52,700	<input type="checkbox"/> Less than 79,850	<input type="checkbox"/> Over 79,851
8 members	<input type="checkbox"/> Less than 56,100	<input type="checkbox"/> Less than 85,000	<input type="checkbox"/> Over 85,001

3. Race Categories:

Single race

_____ White

_____ Black

_____ Asian

_____ American Indian/Alaskan Native

_____ Native Hawaiian/Pac. Islander

Multi-Race

_____ Amer. Indian/Alaskan Native & White

_____ Asian & White

_____ Black/African American & White

_____ Amer Indian/Alaskan & Black/Afric. Amer

_____ Balance/Other Multi-racial

- a. White all persons having origins in any of the original people in Europe, North Africa, or the Middle East
- b. Black all persons having origins in any of the Black racial groups of Africa
- c. Asian or Pacific Islander
all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.
- d. American Indian or Alaskan Indian
All persons having origins in any of the original peoples of North America, and maintaining cultural identification through tribal affiliations or community recognition.
- e. Native Hawaiian/other Pacific Islander
All persons having origins in the Pacific Islands (i.e. Philippines Islands) and Hawaii

2. Additional Information

_____ Ethnicity Hispanic is an ethnicity category spread across all the races. Those who are White, Black, Asian, Pacific Islander, American Indian or a multi-race may also be counted as being Hispanic. All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin.

_____ Female Head of Household

Client's Signature _____

Date _____

ATTACHMENT C: SAMPLE GRANT AGREEMENT

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

This Grant Agreement, dated the day of __, 2015 is made between the City of Somerville, acting by and through the Mayor's Office of Strategic Planning and Community Development ("OSPCD"), 93 Highland Avenue, City Hall, Somerville, Massachusetts 02143 (the "City" or "Grantor") and __, a Massachusetts Non-Profit Corporation with a usual address of __ ("Grantee").

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

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

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

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

[X] upon receipt of properly documented invoices
[] in one lump sum at the commencement of the agreement
[] other, please explain: _____
_____.
- E. TERM OF GRANT: This Agreement shall commence on the date first set forth above and expire on _____, except that the Grantee shall complete the work on or before _____.
- F. REPRESENTATIONS AND CERTIFICATIONS:
1. Organization: The Grantee is a duly organized and validly existing nonprofit corporation and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby
 2. Authority: This Agreement has been duly executed and delivered on behalf of Grantee by its _____ pursuant to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

3. *Tax and Contributions Compliance* . The Grantee is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Grantee's federal tax identification number is: _____. The Grantee certifies that it has provided the City with an accurate tax identification number (TIN) In the event that the City is fined by the IRS for an incorrect TIN provided by the Grantee, the Grantee agrees to reimburse the City for the amount of the fine.

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

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

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

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

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

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

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

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

H. TERMINATION:

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

termination; and

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

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

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

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

I. INSURANCE:

The Grantee shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in Appendix C attached hereto and made a part of this Agreement. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring thirty (30) days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Grantee shall deliver to the City new certificates of insurance at least ten (10) days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Grantees who do not carry workers' compensation coverage shall certify in writing that they do not have any employees. Any Grantee which is a Department of the City shall be exempt from these insurance requirements and shall not be subject to the following indemnification clause.

J. INDEMNIFICATION:

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

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

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

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

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

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

P. APPENDICES

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

Appendix A - Scope of Work

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

Appendix C - Insurance

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

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

SIGNATURE PAGE FOLLOWS

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

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

Edward Bean, City Auditor

Angela M. Allen
Purchasing Director

Approved as to Form:

Francis X. Wright, Jr.
City Solicitor

CITY OF SOMERVILLE

Joseph A. Curtatone, Mayor

Michael F. Glavin
Executive Director, SPCD

GRANTEE

Name of Grantee: _____
Signature of Grantee: _____

Name of Signer: _____
Title: _____
Address: _____

Tax Identification Number: _____

For corporate Grantees only:

Print Name of Clerk: _____

Signature of Clerk

Scope of Work

1. CDBG funds will be utilized to fund the following public service activity(s):

Activity Description:

Task 1 – Provide _____ services to benefit low/moderate income residents.

National Objective:

Limited Clientele

An Activity which benefits a limited clientele, at least 51 percent of whose family income does not exceed low-moderate-income limit. Income will be calculated based on Section 8, Part 5 definition of income. Failure to meet the required income documentation would result in the City's investment of CDBG funds in this activity to not meet the national objective. Failure to meet the national objective may result in corrective actions up to and including the Grantee being required to repay CDBG funds.

Source: 24 CFR 570.208(a)(2)(i)(B) and (C).

Or

Presumed Benefit

Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low-and-moderate-income: abused children, battered spouses, elderly persons, adults' meeting the Bureau of the Census' Current Population Reports definition of "severely disabled", homeless persons, illiterate adults, persons living with AIDS... (24 CFR 570.208(a)(2)(A))

2. Projected Outcomes

- a.
- b.
- c.

3. Reporting

4. Budget

APPENDIX B
General Contract Terms and Conditions
(for federally funded contracts)

OVERALL COMPLIANCE

1. Grantee shall comply with all provisions of the Housing and Community Development Act of 1974 and regulations issued pursuant thereto, the Community Development Block Grant (CDBG) Entitlement Program Regulations, 24 CFR 570 et seq. and instructions issued by the Funding source, and with all federal, state and local laws applicable to this contract.
2. Grantee shall comply with U.S. Office of Management and Budget (OMB) Circular A-102. Grantee hereby consents to jurisdiction of the federal court.
3. Grantee shall permit the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Grantee relating to this contract.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

4. Grantee shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.
5. The Grantee agrees to comply with all rules, regulations and relevant orders issued pursuant to the Rehabilitation Act of 1973. In the event of the Grantee's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and orders issued pursuant to the Rehabilitation Act. The Grantee shall notify all those with whom it has contracted that the subgrantee is bound by the terms of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

ENVIRONMENTAL PROTECTION

6. National Environmental Policy Act: The Grantee shall cooperate and assist the City in complying with the HUD Environmental Review Procedures (24 CFR Part 58).
7. Clean Air Act: If this contract is in excess of \$100,000.00, Grantee shall comply with the Clean Air Act of 1970.

HISTORIC PRESERVATION

8. Grantee shall comply with all federal laws and regulations governing historic preservation, the Historic Districts Act of the Commonwealth of Massachusetts (G.L. Ch. 40C) and the City of Somerville Historic District Ordinance.

WORK HOURS AND SAFETY STANDARDS

9. In construction contracts in excess of \$2,000 and other contracts in excess of \$2,500, the Grantee shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-330.)

CONFLICT OF INTEREST

10. Grantee shall comply with all federal and state conflict of interest statutes and regulations.

NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

11. Grantee shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations thereto. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease, or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee, the City of Somerville and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and shall not discriminate.

COPYRIGHTS AND PATENTS

12. Copyrights: The Grantee agrees that where any activity performed under this contract results in a book or other copyrightable material the Grantee is free to copyright the work, but the City and HUD reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

13. Patents: The Grantee agrees that if activities performed under this contract produce any patentable items, patent rights, processes, or inventions, such fact shall be promptly and fully reported to the City and HUD, and absent an agreement to the contrary, HUD shall determine whether protection of such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon shall be allocated and administered in order to protect the public interest.

UNIFORM ADMINISTRATIVE REQUIREMENTS

The following uniform administrative requirements set forth in 24 CFR 570.502 are applicable to grantees which fall within the definition of "subrecipient" set for in 24 CFR 570.500:

14. Subrecipients which are Government Agencies: subrecipients which are governmental Agencies shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provisions, as specified in this paragraph: (1) Section 85.3, "Definitions"; (2) Section 85.6, "Exceptions"; (3) Section 85.12, "Special grant or subgrant conditions for 'high risk' grantees"; (4) Section 85.20, "Standards for financial management systems", except paragraph (a); (5) Section 85.21, "Payment", except as modified by §570.513; (6) Section 85.22, "Allowable Costs"; (7) Section 85.26, "Non-federal audits"; (8) Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income; (9) Section 85.3, "Supplies"; (10) Section 85.34, "Copyrights"; (11) Section 85.35, "Subawards to debarred and suspended parties"; (12) Section 85.36, "Procurement", except paragraph (a); (13) Section 85.37 "Subgrants"; (14) Section 85.40, "Monitoring and Reporting

Program Performance”, except paragraphs (b) through (d) and paragraph (f); (15) Section 85.41, “Financial Reporting”, except paragraphs (a), (b), and (e); (16) Section 85.42 “Retention and Access Requirements for Your Records”, except that the period shall be four years; Section 85.43, “Enforcement”; (18) Section 85.44 “Termination for Convenience”, (19) Section 85.51, “Later Disallowances and Adjustments” and (20) Section 85.52, “Collection of Amounts Due”.

15. Subrecipients, except Subrecipients who are Governmental Agencies: subrecipients, except subrecipients who are governmental entities shall comply with the requirement and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations”, or OMB Circular No. A-21, “Cost Principles for Educational Institutions”, as applicable, and OMB Circular A-133, “Audits of Institutions of Higher Education and Other Nonprofit Institutions” (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative Requirements of OMB Circular A-110 (implemented at 24 CFR part 84, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations”) or the related CDBG provision as specified in this paragraph:

- (1) Subpart A – “General”;
- (2) Subpart B – “Pre-Award Requirements” except for §84.12, “Forms for Applying for Federal Assistance”;
- (3) Subpart C – “Post-Award Requirements”, except for
 - (i) Section 84.22, “Payment Requirements”, Grantee shall follow the standards of §85.20(b)(7) and §85.21 in making payments to subrecipients;
 - (ii) Section 84.23, “Cost Sharing and Matching”;
 - (iii) Section 84.24, “Program Income”. In lieu of §84.24m CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, “Revision of Budget and Program Plans”;
 - (v) Section 84.32, “Real Property”. In lieu of §85.32, CDBG Subrecipients shall follow §570.505;
 - (vi) Section 84.24(g), “Equipment”. In lieu of disposition provisions of §84.34(g), the following applies: (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

- (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), “Monitoring and Reporting Program Performance”;
- (viii) Section 84.52, “Financial Reporting”;
- (ix) Section 84.53(b), “Retention and Access Requirements for Records”. Section 84.53(b) applies with the following exceptions: (A) the retention period reference in §84.53(b) pertaining to individual CDBG activities shall be four years; and (B) the retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
- (x) Section 84.61, “Termination”. In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7)
- (4) Subpart D - “After-the-Award Requirements”, except for §84.71, “Closeout Procedures”.

REAL PROPERTY ACQUIRED WITH CDBG FUNDS

- 16. In accordance with 24 CFR 570.503, “subrecipients”, as defined in §570.500, shall ensure that real property acquired with CDBG funds (including funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either
 - (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement or for such longer period of time as determined to be appropriate by the recipient; or
 - (ii) If not used in accordance with the foregoing paragraph, the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or, or improvement to, the property, which shall be program income to the recipient, provided however that no payment is required after the period of time specified in the foregoing paragraph.

COMPLIANCE WITH SUBPART K – OTHER PROGRAM REQUIREMENTS

All grantees, including “subrecipients” as defined in 24 CFR 570.500, shall comply with applicable program requirements set forth in Subpart K, 24 CFR 570.600, including the following:

Public Law 88-352, which is title VI of the Civil Rights Act; Public Law

90-284, affirmatively furthering Fair Housing; and Executive Order 11063, as amended, dealing with equal opportunity in housing.

Section 109 of Title I of the Housing and Development Act of 1974 (the “Act”) requiring that no person in the United States shall, on the ground of race, color, national origin, religion, sex, age or disability, be denied the benefits of or subject to discrimination under any program or activity receiving federal financial assistance under the Act.

The Labor Standards in Section 110(a) of the Act, including compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327). Environmental Standards set forth at 24 CFR Part 58, except that subrecipient does not assume the recipient’s environmental responsibilities described at 24 CFR 570.604, nor is the subrecipient responsible for initiating the review process under the provisions of 24 CFR Part 52.

The National Flood Insurance Program, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and regulations at 44 CFR Parts 59 through 79. Residential Anti-displacement regulations at 24 CFR Part 42, Subpart B; relocation assistance regulations at 49 CFR Part 29; and regulations governing acquisition of real property for an assisted activity at 49 CFR Part 24, Subpart B.

Equal employment opportunities as set forth in Executive Order 11246, as amended by subsequent Executive Orders; equal protection of the laws for faith-based and community organizations as set forth in Executive Order 13279; and contracting opportunities set forth in Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, Subparts A through R, except that only Subparts A, B, J, K, and R apply to the CDBG Program. *In addition, as required by 24 CFR, 35.145, all lead-based paint activities shall also comply with the National Environmental Review Policy Act of 1969 (42 U.S.C. 4321), and the Toxic Substances Control Act, Title IV (15 U.S.C. 2860) and other environmental laws and authorities.*

Use of debarred, suspended, or ineligible contractors or subrecipients, as set forth in 24 CFR Part 5.

Uniform Administrative Requirements and Cost Principles. The City, as “recipient” and all “subrecipients” as both terms are defined in 24CFR 570.500, and other grantees receiving federal funds to which the following policies, guidelines, and requirements are applicable, shall comply with 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122. A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they related to the acceptance and use of federal funds.

**APPENDIX C
INSURANCE REQUIREMENTS**

The Grantee shall maintain in full force and effect during the duration of this Agreement the following insurance:

GENERAL LIABILITY, in primary amount not less than:

\$ 250,000.00 per occurrence

\$ 750,000.00 aggregate

WORKER'S COMPENSATION, statutory coverage pursuant to M.G.L. Chapter 152.

SAMPLE CONTRACT

APPENDIX D **COMMUNITY DEVELOPMENT BLOCK GRANT QUARTERLY PROGRESS REPORT**

PROJECT TITLE: _____ CONTRACT # _____ DATE: _____

CONTRACTING AGENCY: _____ TELEPHONE: _____

ADDRESS: _____

REPORT COMPILED BY: _____

PROJECT LOCATION (If applicable): _____ QUARTER 1 ☐ 2 ☐ 3 ☐ 4 ☐

This report covers months _____ thru _____

I. Service Delivery Information

A. Units of Service

Record the number of units of service provided. Your scope of services in your contract specifies the units of service you should use. Examples of units of service: number of infant/toddlers enrolled; training hrs. for staff & attendance; training for parents & attendance; etc.

Unit of Service	1st Month	2nd Month	3rd Month	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Explanation of above program statistics:

B. Clients Served

Record the number of individual clients served. Do not count a client more than one each month, even if they were seen more than once.

	1st Month	2nd Month	3rd Month	Total
<u>New Clients</u> (unduplicated)	_____	_____	_____	_____ new clients
Continuing Clients	_____	_____	_____	

Explanation of above program statistics:

C. New Clients Population Breakdown Data on _____ new clients reported this quarter. (total number of new clients) **Individuals**

How many		How many
_____ Low income only	_____ White	_____ Amer Ind/Alask Nat
_____ Very low income	_____ Black	_____ Asian & White
_____ Total low &	_____ Asian	_____ Blk/Afr Amer & Wht
very low income	_____ Amer Ind	_____ Amer Ind/Alask & Blk/Afr Amer
	Hawaiian/Pac	Balance/Other Multi-racial
_____ Female Head of Household		
_____ Hispanic		

II. Budget Data

Total Project Budget:

\$ _____
 Block Grant Contract Amount
 \$ _____
 Block Grant Funds

Other Project Support

Source _____ \$ _____ Amount

Requisitioned to Date
thru this quarter
\$ _____

TOTAL _____

BLOCK GRANT EXPENDITURE SUMMARY (FOR SOMERVILLE SHARE) THROUGH THIS QUARTER

LINE ITEM (Expense Category)	AMOUNT BUDGETED	AMOUNT EXPENDED	UNEXPENDED BALANCE
------------------------------------	--------------------	--------------------	-----------------------

Salaries	_____	_____	_____
Fringe	_____	_____	_____
Supplies	_____	_____	_____
Rents	_____	_____	_____

Other *	_____	_____	_____
(please specify)	_____	_____	_____
TOTAL	\$ _____	\$ _____	\$ _____

III. Nominal Program Fees (Nominal program fees refers to nominal amounts collected from low income population for services provided. Solicitation of donations must be a generic request and cannot be directed to specific clients. Fees should be expended before CDBG funds)

List fees received this quarter. Please specify.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____

List how these monies were expended. Please be specific.
What amount of these program fees were expended this quarter?

IV. Supplemental Funding For Agency

Describe efforts to secure additional support through fundraising and proposal writing. Indicate whether monies were received or decisions are pending.

V. In-Kind Grantee-Agency Collaboration

Volunteer Contributions: (# of volunteers, volunteer hours/quarter, etc.)

Technical assistance received by Agency from:

Collaborative Planning/Programming for Agency Conducted With:

VI. Project Narrative

On a separate sheet, briefly relate the program's progress towards achieving the goals and objectives in the Agreement's Scope of Services. Explain any obstacles or problems encountered. Describe planned or enacted resolutions to these problems.

VII. Outreach/Public Information

A. Attach to this Quarterly Report all (1) publications, newsletters, pamphlets, brochures, etc., (2) media releases (newspaper articles, advertisements and public service announcements), and (3) mailings (questionnaires, notifications, advocacy campaigns) appropriate to this project this quarter.

B. _____ List any workshops or training sessions conducted during this quarter for this project.

Date	Topic	# Participants
------	-------	----------------

_____	_____	_____
_____	_____	_____

VIII. Staff Development for This Project

List any staff meetings conducted, in-house training offered, staff participation in outside conferences, courses, workshops, etc. # Participants

_____	_____
_____	_____
_____	_____

IX. Personnel Data Checklist

Please include the following items:

A. Current list of employees
(percent of minority, female, low income,
Somerville residents/ as on page 1

B. List of new hires this quarter
(percentages as above)

_____	_____
_____	_____

Reports are due on the 15th of October, January, April and July. Please notify CDBG monitor prior to the above dates if you are unable to file reports on time.

APPENDIX E
Certificate of Good Standing
(Certificate of Legal Existence if incorporated less than one year)

SAMPLE CONTRACT

ATTACHMENT D – SOMERPROMISE OVERVIEW FOR CDBG APPLICANTS

SomerPromise

SomerPromise's mission is to ensure that each Somerville child who is 0-18 years old achieves his or her greatest potential, including graduation from high school college or career-ready. SomerPromise is a collaborative initiative lead by the Mayor's Office and Somerville Public Schools. Many nonprofit organizations and agencies are a part of SomerPromise. The idea is that by working together, we can ensure that Somerville children and youth are thriving and succeeding.

ATTACHMENT E
REQUIRED FORMS



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: _____

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

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

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



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



ATTACHMENT F
FORMS REQUIRED POST AWARD

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. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

Certificate Should Be Made Out To:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

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

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

AUTHORIZED REPRESENTATIVE