

SOLICITATION FOR:
Somerville Boot and Tow Services
RFP # 16-02



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 07/01/15
QUESTIONS DUE: 07/08/15 by 12PM EST
DUE DATE AND TIME: 07/15/15 by 11AM EST

| | |
|---------------------------------|-----------------|
| Anticipated Contract Award | 07/21/15 |
| Est. Contract Commencement Date | 08/15/15 |
| Est. Contract Completion Date | 08/14/18 |

DELIVER TO:
City of Somerville
Purchasing Department
Attn: Alex Nosnik
Assistant Purchasing Director
anosnik@somervillema.gov
93 Highland Avenue
Somerville, MA 02143

NOTICE TO PROPOSERS

RFP # 16-02

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

| | |
|-------------------|---|
| SECTION A | Sealed proposals for: Somerville Boot and Tow Services The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than 07/15/15 by 11AM EST |
| SECTION B. | Forms of price bid, specifications and terms of contract can be obtained at the above office on or after 07/01/15 |
| SECTION C. | Bid envelopes shall be clearly marked as follows: Somerville Boot and Tow Services Bid No: RFP # 16-02 |
| 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 Section 5.0 |
| 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
Somerville Boot and Tow Services Bid No. RFP # 16-02**

Enclosed you will find a request for proposal for: Somerville Boot and Tow Services

**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 **07/01/15** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

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

1.2 Submission Instructions

Please submit two sealed envelopes, all within one sealed packaged, with the following contents and marked in the following manner:

| Contents of Envelope | Marked As |
|--|---|
| Envelope 1 Non-Price Technical Proposal: Shall Include (1) original and three (3) copies, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. (“Read only” files are acceptable.)] | To Be Marked: Non-Price Proposal Somerville Boot and Tow Services RFP # 16-02 |
| Envelope 2 Price Proposal: Shall Include one (1) original and one (1) copy. | To Be Marked: Price Proposal Somerville Boot and Tow Services RFP # 16-02 |
| Please send the complete sealed package to the attention of : | Alex Nosnik Assistant Purchasing Director Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143 |

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

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

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

1.3 Questions

Questions are due: 07/08/15 by 12PM EST

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

Alex Nosnik
Assistant Purchasing Director
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

anosnik@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is:

<http://www.somervillema.gov/departments/finance/purchasing/bids>.

If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Bidding Schedule

Key dates for this Request for Proposals:

| | |
|--|-----------------------------|
| RFP Issued | 07/01/15 |
| Deadline for Submitting Questions to RFP | 07/08/15 by 12PM EST |
| Proposals Due | 07/15/15 by 11AM EST |
| Anticipated Contract Award | 07/21/15 |
| Est. Contract Commencement Date | 08/15/15 |
| Est. Contract Completion Date | 08/14/18 |

| | |
|--|--|
| Responses must be delivered by 07/15/15 by 11AM EST to: | City of Somerville Purchasing Department Attn: Alex Nosnik 93 Highland Avenue Somerville, MA 02143 |
|--|--|

SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

SOMERVILLE VEHICLE TOWING PROGRAM

The purpose of this contract is to maintain a year-round plan of service for towing illegally parked vehicles which are delaying the movement of traffic and/or obstructing plowing, street cleaning, or snow removal operations. The service also includes the towing of vehicles that are: abandoned, involved in collisions, subject to booting, held as tow/hold for unpaid parking tickets or as otherwise authorized under state statute or local ordinances. The City of Somerville reserves the right to cancel the booting provision of the contract upon thirty (30) days' notice should the City take action to run the booting program during the life of the contract.

The City of Somerville, Massachusetts is seeking a towing vendor who shall supply all materials, labor, and equipment required to remove any motor vehicle designated to be towed from City streets to storage space on a 24 hour, 365 days a year basis. The Vendor shall utilize license plate reader technology and integrate seamlessly with the City's ticket processing software system to identify vehicles which are subject to booting (see Section G: "Booting and Tow/Hold", for specifications on booting requirements) All such services are to be provided in a safe and orderly manner and shall conform to the Rules and Regulations as deemed by the Massachusetts Department of Public Utilities, (DPU).

In order to comply with the Mayor's customer service initiative, the Vendor shall meet at least four (4) times a year, on a quarterly basis (more often if reasonably requested by the City), with designated City officials in order to address customer service issues that arise related to the Vendor's services. Vendor shall comply with all governmental requirements including but not limited to any and all requirements established by the Commonwealth of Massachusetts Department of Public Utilities.

The Contract term is for a period of three years, commencing August 15, 2015 to August 14, 2018.

SPECIFICATIONS

A. EQUIPMENT

All vehicles/equipment to be used in the performance of this contract, must be owned and operated by the contracted vendor. Furthermore, all tow service vehicles operating under this contract must be: properly registered and insured in Massachusetts under the name of the Vendor, maintained in good working order, properly inspected and conspicuously display the vendor name and telephone number. Tow vehicles should be kept clean in appearance, subject to road and weather conditions. All Vendors must be properly licensed by the Department of Public Utilities as licensed tow operators.

The Vendor will possess the following towing equipment:

- Three (3) standard tow trucks which shall be available for service requests from the City of Somerville at all times.
- One (1) ramp tow truck.

- One (1) heavy-duty wrecker capable of towing a vehicle with a minimum gross vehicle weight of 26,001 pounds.
- One (1) vehicle capable of storing 15 mechanical devices for the immobilization vehicles (also called “boots”) and issuing notifications on vehicles with outstanding parking violations;
 - a. Said vehicle will utilize license plate reader technology, and all associated software and hardware, and spend 40 hours per week searching for vehicles with outstanding parking violations as directed by the Director of Traffic & Parking.
- A minimum of fifteen (15) mechanical devices for the immobilization of vehicles.

B. VEHICLE STORAGE

1. All spaces utilized for the storage of motor vehicles considered in the context of this contract shall be situated and maintained ***within the City of Somerville, or not more than one and a half (1.5) miles from the City of Somerville border*** (and within a reasonable distance of public transportation), ***on land lawfully permitted for such use with appropriate and approved licenses and permits***. Vendor must submit with contract the following documents. Failure to submit these documents will void contract.
 - Copy of license(s) allowing for the storage of the required number of vehicles at the proposed location(s).
 - i.e.,: open lot storage, garage or storage of flammable license(s).
 - Copy of permit for the storage of flammables.
2. Vendor shall own, or have a valid lease for the term of this contract and any extensions thereof, proof of which must be submitted with this signed contract, a minimum of fifty (50) dedicated storage spaces for abandoned vehicles and one hundred and thirty (130) storage spaces for regular towing requests for a total of (180) storage spaces ***located in Somerville or within a one and a half (1.5) mile radius of the border of the City of Somerville*** (and within a reasonable distance of public transportation) under this specification provision.
3. Vendor must have immediate and unconditional access to a minimum of 100 storage spaces for emergency towing. Such additional storage space must be located ***within one and a half (1.5) miles from the border of the City of Somerville*** (and within a reasonable distance of public transportation) properly licensed, permitted and in compliance with the stated storage space requirements, including but not limited to lighting, fencing and security. Proximity to the City or within the City will be a consideration to the award of this bid. Vendor must provide proof of such access with a deed, signed contract, such as a written lease, or other enforceable document.
4. The City reserves the right during declared emergencies, including but not limited to snowstorms, to contract with additional tow companies on a temporary basis for the duration of such an emergency.
5. **Vendor Storage area for motor vehicles:**

- a) All outdoor facilities utilized for the storage of vehicles must be properly Protected, fenced, lighted, situated and maintained to the satisfaction of the City of Somerville Police Department, Chief Engineer of the Fire Department, Director of Inspectional Services, Director of Traffic & Parking and/or their authorized designee.
 - b) All spaces for the storage of motor vehicle shall have a minimum space requirement of 8' x 17'. Where tandem-parking storage of vehicles is utilized, vendor may not store more than three (3) vehicles in tandem.
 - c) There should be a minimum of 20' of clear aisle space running perpendicular to these tandem rows, to provide maneuverability of stored vehicles.
 - d) When adjacent to or in front of a structure, there shall be maintained a 12' clear access aisle for emergency vehicles. The 20' clear aisle space may be considered for this emergency access aisle. When the storage of vehicles is perpendicular to the structure and tandem parking is not more than three vehicles deep, the aisle is to be used for a drive and not parking.
 - e) The Vendor's storage area for towed motor vehicles shall be maintained in a sanitary and clean manner. A dumpster shall be kept on the premises for refuse and the disposal of refuse, waste and discarded vehicle parts. All refuse shall be removed from the storage area, at the vendor's expense once a week or as deemed necessary by authorized agents of the City.
 - f) The storage area for towed motor vehicles shall not be used for the dismantling of Vendor's vehicles or vehicles towed by the Vendor, nor shall the Vendor engage in vehicle repair beyond normal maintenance of Vendors vehicles or to assist in removing disabled vehicles towed by Vendor, within the tow storage area(s).
 - g) The Vendor's storage area shall not be utilized for the storage of vehicle parts (batteries, tires, wheels, motors, transmissions, etc.)
6. The Vendor shall not charge for storage for any period of time when a police ordered tow of a vehicle is impounded in a police facility. Any second tow from a police facility to the Vendor's storage yard shall be included in the initial tow fee.

C. VENDOR SERVICE

- 1. Booting and Tow Program
 - a) The City of Somerville's Traffic and Parking Department will administer the Tow Program and the Vendor will respond promptly to all calls from the Department. Each operation will be personally supervised by an appropriate representative from the Police Department (when it is a Police Department directed tow).
 - b) Booting and tow/hold program – see specifications for this program in Section G: "Booting and Tow/Hold" of this RFP.
- 2. Notwithstanding any other provision in the contract documents, this contract may be terminated at any time if, in the sole discretion of the City of Somerville, the Vendor has failed without justifiable cause to fulfill its responsibilities as expressed in the contract.

The Somerville Police Chief, Somerville Police Department Traffic Division, Chief Engineer of the Somerville Fire Department, Director of Inspectional Services, Traffic & Parking Director and/or their authorized designee(s) shall oversee all the services under this contract.

3. Three or more failures to respond promptly to requests for towing and booting services in any calendar year may be considered grounds for liquidated damages in the amount of a 10% increase in payment to the City of Somerville for the aggregate total for that week of instances where the Vendor failed to respond promptly. Failure to respond promptly will be represented as any of the following conditions:
 - a) Refusal of the Vendor to accept a tow/boot assignment under the terms of these specifications.
 - b) Failure to appear at the assigned location within twenty (20) minutes of accepting a tow assignment (exceptions may be made for this on a case by case basis at the sole discretion of the Chief of Police, the Traffic & Parking Director, or their designee(s)) subject to weather, road and traffic conditions.
 - c) Inability of the City dispatcher to establish phone contact with the Vendor due to phone not being manned.
 - d) Breach of the procedures and conditions of the specifications by the Vendor.
 - e) Failure to provide number of tow vehicles or equipment as required herein.
 - f) Failure to provide dedicated boot vehicle with license plate reader technology for 40 hrs per week, as well as maintain associated software and hardware to ensure equipment is dependable and in good working order.
 - g) The Vendor exhibits an ongoing pattern of rudeness and disrespectful conduct toward persons claiming their vehicles, which pattern has previously been addressed in a quarterly meeting with City officials, as set forth above in Scope of Services.
 - h) The Vendor releasing any vehicle towed under the direction of the Police Department or Traffic & Parking Department without a claim check, except for vehicles towed during or under emergency conditions (see section D).
 - Failure of the Vendor to maintain an employee on its primary premises, twenty-four hours a day, 365 days a year, so that owners of towed vehicles may properly retrieve them.
 - i) All vehicles determined to be abandoned by the Vendor and the Somerville Police Department shall be stored in a manner and together to distinguish them from all other vehicles. When determined by the Chief of Police, Chief Engineer of the Fire Department, Director of Inspectional Services or their authorized designee that the storage site of towed vehicles is over populated with abandoned vehicles due to failure by the Vendor to expedite their removal, they may be written notice,

order the Vendor to cease operations until the storage area is in compliance and returned to a safe operating condition.

- j) Abandoned Motor Vehicles shall be defined as any vehicle towed by the Vendor and left unclaimed by the last known owner after notification by the vendor. “Abandoned Vehicle” is also defined in M.G.L. c. 90, s22C as any vehicle, registered or unregistered, which is apparently abandoned by its owner on a public way or private property without permission of the property owner.

Notwithstanding anything to the contrary hereinbefore contained, it is expressly understood that the City may not hold the Vendor liable on account of failure or omission of the Vendor to furnish towing services, if the Vendor’s said failure or omission shall have been caused by state of war, acts of enemies, expropriation or confiscation of the equipment or facilities used by the Vendor, or by compliance with any laws, order or regulation of any federal, state or municipal governmental authority, the Vendor having given the City reasonable notice of such cause.

4. Upon award of the Contract, the Vendor shall submit a list of names and license numbers of all persons who will operate tow vehicles under this contract to the Supervisor of the Somerville Traffic and Parking Department (and/or other Departments as requested). Such drivers must maintain a valid license in Massachusetts and have the proper class of license as required for the type of vehicle being driven.
5. Each day the Vendor shall provide the Somerville Traffic and Parking Department with a list of all vehicles towed under this contract and which remain unclaimed for more than 72 hours. The Traffic and Parking Department will provide the Vendor with the name and address of the last known owner of record of these vehicles. The Vendor will be responsible for written notification to the vehicle owner with five (5) business days of the date of the tow. The Vendor will make at least two additional written notifications to the last known owners of unclaimed vehicles by certified mail.
6. The Vendor shall conspicuously post a schedule of fees authorized by this contract on its premises in an area where customers have access.
7. The Vendor shall pay the City of Somerville the agreed amount as specified in the attached RFP within thirty (30) days of receipt of the invoice. The Vendor shall not be responsible for payment of tow fees to the City of Somerville for any vehicle, which is not retrieved or paid for or for any vehicle which is returned to the owner without charge due to an error by the Police or other City official that authorized the tow.

D. ADDITIONAL SPECIFICATIONS

1. This contract may be terminated for convenience or for cause, for example if in the opinion of the City there is reasonable and probable cause to believe that the Vendor, its agents, servants, or employees, have committed a criminal offense in the conduct of their towing operations or arising from any activity reasonably related thereto any crime that would discredit the relationship between Vendor and the City of Somerville.
2. Prior to towing of any vehicle, a brief description of the vehicle and in inventory of any valuables in the motor vehicle shall be recorded by the City Police Officer on the tow company's claim check, verified by the tow driver. This description shall include documentation of any existing physical damage and an inventory of property observed inside the vehicle. The vehicle will then be towed to a specified storage area. Any damage occurring during a tow should be described and settlement with owner handled in a polite, business-like and expedited manner.
3. If the accumulation of towed vehicles exceeds the storage capacity of the Vendor's storage facilities, the City of Somerville may authorize the use of another storage facility. All towed vehicles shall be stored on the property(s) of the tow company and at no time shall towed vehicles be left or otherwise stored on public ways. Violation of this provision shall constitute a breach of contract and cause to terminate the Company's services to the City. Vendor agrees that the use of guard or attack dogs should be prohibited.

E. EMERGENCIES

Vendor must own or have a valid lease, for the term of this contract and any extensions thereof, proof of which must be submitted with the signed contract, for a minimum of an additional 100 storage spaces. All storage spaces used during an emergency must be located ***within the City of Somerville or within a radius of one and a half (1.5) miles from a Somerville border*** (and within a reasonable distance of public transportation) properly licensed and permitted.

The Vendor agrees during any emergency declared by either the Commissioner of Public Works and/or any public official duly constituted or authorized to declare an emergency, that the Vendor will supply all towing vehicles, five (5) as previously specified under Section A, Equipment, and must provide an additional minimum of five (5) standard towing vehicles for service to the City of Somerville. The additional towing vehicles, which may be required during a declared emergency, may be owned or leased by the Vendor. If leased, Vendor must have a valid lease for the term of this contract and any extensions thereof, proof of which must be submitted with this RFP and signed contract and which lease shall contain provision for priority access on behalf of Vendor during declared emergencies. These five (5) additional vehicles must be properly registered with the Commonwealth of Massachusetts. Any number of towing vehicles required of

the Vendor in excess of the minimum ten (10) for emergency towing may be procured, giving primary consideration to Somerville based Vendors and secondary consideration to out-of-city Vendors. All tow vehicles must be maintained in good working order, properly inspected, conspicuously display the name and telephone number of the Vendor, and kept clean in appearance, subject to road and weather conditions.

F REQUIREMENTS

1. The Vendor towing for the City of Somerville under this contract (except during emergencies) shall use a standard claim check as determined by the City of Somerville. The Vendor shall be responsible for the purchase of these claim checks. These will be used for tows as authorized under these specifications.

2. Claim checks shall be color coded to designate reason for tow in the following manner:

| <u>Category</u> | <u>Color</u> |
|-------------------------------|--------------|
| Police ordered towed vehicles | Yellow |

This claim check should include a section to be checked that notes if the vehicle is to be held for any authorized reason (i.e., unpaid tickets, unregistered, uninsured, proof of ownership, etc.). Claim checks for police ordered tows shall be consecutively numbered and begin with the letter "P" and have 5 digits such as P00001.

3. A motor vehicle is defined by M.G.L.c 90, 22C as "abandoned" if said vehicle appears to have been left unattended and/or unused for more than seventy-two (72) hours.
4. The Vendor will charge storage and towing fees to owners of the towed vehicles in accordance with rates set by the Department of Public Utilities.
5. In the event a stolen/recovered vehicle is placed in a garage or other storage facility, the Vendor shall lose its lien for reasonable charges for storage and towing unless he notifies the owner of record of the vehicle by certified mail and return receipt requested within five (5) days of the date of said recovery or his actual knowledge of the identity of the owner of record. Said notice shall contain the following:
 - Vehicle description including make, year and color
 - Registration Number or V.I.N.
 - Date of tow
 - Location towed from
 - Claim Check #
 - Tow and Storage rates
 - Date of Notice

Vendor shall comply with statutory regulations as applied to abandoned vehicles, (Massachusetts General Law Chapter 90, Section 22C). Notices sent to the last registered

owner as indicated in the Registry of Motor Vehicles files shall contain the same information as outlined in the above bullet points.

6. Vendor must maintain a radio communication network base to trucks and truck interface.
7. The Vendor is required to clean up debris (i.e. glass, etc.) at accident sites. In case of excess debris, the Vendor is required to notify the Department of Public Works of the accident and the debris, so the DPW may come to the accident site for cleanup.
8. Vendor shall tow all immobilized City vehicles to the Police Garage or other location as directed by City Department at no charge. This service has averaged a minimum of twenty tows per year.
9. The City of Somerville reserves the right to inspect any and all Vendor facilities prior to the signing of the contract and anytime during the life of the contract to determine suitability to provide services as specified.
10. Vendor must be paid in full on any taxes owed to the City of Somerville.
11. Vendor shall make available the following insurance with the City of Somerville listed as the certificate holder and additional insured:
 - Commercial Garage Liability: \$1,000,000 aggregate/\$1,000,000 each claim
 - Garage Keeper's Liability: \$ 50,000
 - Worker's Compensation: StatutoryVendor will provide with signed contract, evidence of insurability as specified.
12. The Vendor will provide monthly tow and boot statistics (number of tows/boots) to the City of Somerville Police Department and the Traffic and Parking Dept. by email. There will be no additional cost for this service.
13. The City of Somerville Traffic and Parking Department will bill the Vendor monthly after thirty additional days have passed beyond the billing period. Example, billing for the period ending April 30th will be billed June 1st based on tow records maintained by the City of Somerville Traffic and Parking Department. The Vendor will remit payments within 30 days of receiving an invoice. Failure to do so shall result in the assessment of a late fee of 1% per month, 12% per year, or the highest amount allowed by law, whichever is the lesser, to be added to the amount due from the Vendor.

**G. BOOTING AND TOW/HOLD
Booting Equipment and Specifications**

The Vendor shall purchase and maintain in good working order a minimum of fifteen (15) devices for the immobilization of vehicles.

1. System Payment and Technology

The Vendor shall be responsible for the maintenance of equipment in proper working order. This includes, but is not limited to: basic boot maintenance, and boots that are vandalized beyond repair.

2. Problematic Booting

All vehicles must be immobilized by boot devices unless there is a valid reason why the vehicle cannot be immobilized and must be towed. The reason for towing instead of immobilizing (booting) must be explained by the Vendor to the Traffic & Parking Director or his designee when the department is notified of the seizure. The motorist will be responsible for paying for the towing cost. The Vendor must agree that no storage charges will accrue for the first 48 hours.

3. Vehicle Towing in connection with Police Investigation

In the event of a Police Investigation, the Vendor will not be permitted to charge storage for any vehicle that is towed to the police garage for investigative purposes while in police custody. In such cases, upon completion of the investigation, the vehicle will be towed from the police garage to the Vendor's tow lot. The Vendor shall be able to begin storage and tow fees when the vehicle has been released from police custody and is within the Vendor's lot. No vehicle owner shall be required to pay for two tow fees if the vehicle is first towed to the police garage.

4. Booting and License Plate Recognition (LPR) Technology

The Vendor shall affix the immobilization device in accordance with manufacturer's instructions, and securely lock said immobilization device upon the motor vehicle. The authorization for immobilization of a vehicle may be given at the location of the parked vehicle or remotely by means of an automatically updated list of vehicles to be immobilized, as provided by the Traffic & Parking Department's ticket processing system of record. There shall be two sources for the generation of the boot eligible list; the automatically updated Vendor list and any additional vehicles as directed by Traffic & Parking.

- The Vendor shall email a weekly list to the Director of Traffic & Parking of boot eligible vehicles that were booted, gone upon arrival, or otherwise missed, as well as the total number of vehicles scanned. The LPR device should be affixed to a Vendor vehicle that shall provide at a minimum, 40 hours a week of vehicle immobilization services to the City of Somerville. The services this vehicle will provide will be: utilize LRP technology to identify boot eligible vehicles. The Director of Traffic & Parking will determine the optimal hours of operation for vehicle immobilization services.
- In addition, Traffic & Parking will continue to identify boot eligible vehicles through street patrol by PCO's. Notification regarding boot eligible vehicles identified by PCO's will be sent to the Vendor over the phone, via email, and radio by Traffic & Parking. The Vendor shall be available 24/7/365 to apply

boots to eligible vehicles. The booting of these vehicles will be at no additional cost to the City of Somerville or Traffic & Parking.

5. Boot Removal

In order for a vehicle to be released the customer must provide to the attendant a green release ticket from Traffic and Parking.

6. Boot Eligibility

Vehicles with five (5) or more outstanding parking violations shall be immediately booted by the Vendor. Prior to being immobilized, the Vendor shall securely affix a Seizure Notice approved by the Director of Traffic & Parking or his designee to the left side (driver's) of the front window, i.e. windshield. The Vendor is responsible for all cost associated with the printing of this notification. The Vendor shall carefully record the date and time of immobilization, the make, type, state, vehicle identification number of registration, color and street address or other definitive means of location, of all vehicles immobilized under this contract and shall furnish this information to the Director of Traffic & Parking or designee within fourteen (14) hours of immobilization. Vehicles that are booted that are not removed by the motorist within 48 hours will be towed by the Vendor to the Vendor's storage lot at the expense of the Motorist.

7. Customer Service

The Vendor will provide a 24/7/365 live, multi-lingual call center to assist a motorist in removing booting devices and information on how to retrieve the vehicle.

The tow service must accept credit, debit or cash transactions both in the field and at the office.

8. Unnecessary Towing

Any vehicle which is boot eligible, but which is towed for no reason other than unpaid tickets, shall be subject only to the boot removal fee only if claimed within 48 hours of being towed. After that time, the Vendor may assess the basic towing and storage fees as authorized by the City of Somerville.

2.4 Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, 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 1-7, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

| QUALITY REQUIREMENTS | | YES | NO |
|----------------------|---|-----|----|
| 1. | Five (5) years or more of experience in providing similar Towing services to other Municipalities or companies? The City would prefer experience with at least one Municipality. | | |
| 2. | Has the Vendor provided all the required licenses and permits per the Specifications, with this RFP? | | |
| 3. | Does the Vendor agree to meet at least four (4) times a year with designated City officials in order to address customer service issues that have arisen? | | |
| 4. | Does the Vendor have a storage facility located within Somerville's City Limits or not more than 1.5 miles from a City of Somerville border Somerville (and within a reasonable distance of public transportation), as stated in the specifications? | | |
| 5. | Does the vendor confirm that he meets the required storage spaces (180) as per The specifications, within the City of Somerville? | | |
| 6. | Does the Vendor confirm that all vehicles/equipment to be used in the Performance of the contract, are owned and operated by the vendor? | | |
| 7. | Will the Vendor 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 1-7 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

2.5 Period of Performance

The period of performance for this contract begins on **08/15/15** and ends on **08/14/18**.

2.6 Place of Performance

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

2.7 Vendor Conduct

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

through the Purchasing Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

2.8 Vendor Personnel

The proposer shall clearly state who will staff the project as project manager, and the staff must demonstrate the ability to carry out the requirements of this contract. The Evaluation Committee will evaluate the number of full time equivalents with demonstrated ability to carry out this project and the reasonableness and distribution of personnel expertise.

2.9 Confidentiality

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

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

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

2.10 Comparative Evaluation Criteria

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

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

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

2. Has the Vendor documented to your satisfaction, the location of the storage and tow facilities within the City of Somerville borders or within 1.5 miles *Somerville* (and within a reasonable distance of public transportation) and has shown proof of all proper leases, licenses and permits?

| | |
|----------------------------|---|
| Highly Advantageous | The Vendor has documented the location of the storage and tow facilities within the City of Somerville borders or within 1.5 miles of a Somerville border (and within a reasonable distance of public transportation) and are more than acceptable; and has shown proof of all proper leases, licenses and permits. |
| Advantageous | The Vendor has documented the location of the storage and tow facilities within the City of Somerville borders or within 1.5 miles with access to public transportation and is acceptable; and has shown proof of all proper leases, licenses and permits. |
| Not Advantageous | The Vendor has documented the location of the storage and tow facilities and are either not within the City of Somerville borders or within 1.5 miles with access to public transportation or not acceptable; and/or has not provided all documentation as proof of all proper leases, licenses and permits. |

3. The Firm's ability to provide the services requested in the specifications and within an acceptable timeline.

| | |
|----------------------------|--|
| Highly Advantageous | The Vendor has shown that they are more than capable of providing the requested services and within a more than acceptable timeline. |
|----------------------------|--|

| | |
|-------------------------|--|
| Advantageous | The Vendor has shown that they are capable of providing the requested services and within an acceptable timeline. |
| Not Advantageous | The Vendor has shown that they are not completely capable of providing the requested services and not within a more than acceptable timeline |

4. Review of References.

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

5. Experience of Staff assigned to manage account

| | |
|----------------------------|--|
| Highly Advantageous | Key Personnel assigned to project have at least 10+ years experience. |
| Advantageous | Key Personnel assigned to project have at least 6-10 years experience. |
| Not Advantageous | Key Personnel assigned to project have at least 5 years experience. |

SECTION 3.0
RULE FOR AWARD

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

**SECTION 4.0
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

RFP # 16-02 Somerville Boot and Tow Services

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 SUMMARY FORM

TO BE ENCLOSED IN SEPARATELY SEALED ENVELOPE

Please provide Unit Price for the following and include any additional fees not listed:

| ITEM (Price per item, each) | Year 1 8/15/2015 - 8/14/2016 | Year 2 8/15/2016 - 8/14/2017 | Year 3 8/15/2017 - 8/14/2018 |
|---|---|---|---|
| Towing (Current DTE maximum for towing is \$90.00 per car) | | | |
| Storage (Current DTE maximum for storage is \$35.00 per day) | | | |
| Boot | | | |
| 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

Somerville Boot and Tow Services RFP # 16-02
PROPOSERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.

Non-Price Proposal

- _____ Cover Letter
- _____ Bidder's Checklist
- _____ Notice to Proposers (found at the beginning of this document)
- _____ Acknowledgement of Addenda (if applicable and non-price related)
- _____ Minimum Quality Requirements
- _____ Somerville Living Wage Form
- _____ Certificate of Non-Collusion and Tax Compliance
- _____ Certificate of Signature Authority
- _____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- _____ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- _____ Reference Form (or equivalent may be attached)

Price Proposal

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

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

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

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



Certificate of Authority (Corporations Only)

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

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

(Insert Full Name of Corporation)

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

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

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

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

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



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

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

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

_____,
(Complete Name of Limited Liability Company)

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

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

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

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

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

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

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



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

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

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

Definition of “Living Wage”: For this contract or subcontract, as of 7/1/2015 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.24 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

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

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

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 05/07/15

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

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

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

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

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

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:_____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|---|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|---|--|--|
| Social security number | | | | | | | | | | |
| | | | | - | | | | - | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| | | | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|-----------------------------------|---------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|-----------------------------------|---------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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:
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Director

SECTION 6.0
INSTRUCTIONS TO OFFEROR

6.1 General Information & Submission Instructions

6.1.1 Bid Delivery

| | |
|--|--|
| Responses must be delivered by 07/15/15 by 11AM EST to: | City of Somerville Purchasing Department Attn: Alex Nosnik 93 Highland Avenue Somerville, MA 02143 |
|--|--|

One (1) proposal package (including two sealed envelopes) should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

6.1.2 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.

6.1.3 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.

6.2 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.

6.2.1 Holidays

Holidays are as followed:

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

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

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

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

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

6.2.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Bid Prices to Remain Firm

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

6.7 Unbalanced Bids

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

6.8 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.

6.9 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.

6.10 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.

6.11 Brand Name “or Equal”

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

6.12 Warranty

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

6.13 Invoicing

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

6.14 Electronic Funds Transfer (EFT)

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

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

6.15 Cancellation

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

6.16 Questions About the Solicitation

Questions are due: 07/08/15 by 12PM EST

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

Alex Nosnik
Assistant Purchasing Director
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

anosnik@somervillema.gov

Or faxed to:

617-625-1344

Written responses will be mailed or faxed to all bidders on record as having picked up the RFP.

If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

SECTION 7.0 GENERAL TERMS & CONDITIONS

7.1 Taxes

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

7.2 Freight on Board (FOB)

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

7.3 Unit Price

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

7.4 Price Reduction

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

7.5 Guarantees

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

7.6 Indemnification

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

7.7 Insurance

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

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

7.8 Independent Contractor

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

7.9 Complete Agreement

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

7.10 Assignment

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

7.11 Subcontractors

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

7.12 Governing Law

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

7.13 Enforceability

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

7.14 Conflict of Interest

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

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

7.15 Termination

7.15.1 For Cause

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

7.15.2 Termination for Convenience

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

7.15.3 Payment by the City

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

7.15.4 Contractor's Duties Upon Termination For Convenience

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

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

7.16 Discrimination

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

7.17 Withdrawal or Modification of Bid Response

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

7.18 Samples

All qualified proposers may be requested to submit samples.

7.19 Financial and Operational Information

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

7.20 Payment

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

7.21 Extension of Contract

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

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

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

7.22 Sales Tax Exemption

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

APPENDIX A
SAMPLE CONTRACT

**City of Somerville: Standard Contract Form****XXXXXXX**

This Contract, numbered _____, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") and the Vendor, defined as follows, ("Vendor"):

| | | | |
|--|---|-------------------------|--------|
| Vendor Name: | XXXXXX | | |
| Vendor Address: | XXXXXX | | |
| Vendor Contact Name, Email, & Tel./Fax #: | XXXXXX | XXXXXX | |
| | XXXXXX | XXXXXX | |
| Contract Amount: | XXXXXX | | |
| Purchase Order #: | | | |
| Contract Term: | XXXXXX | through | XXXXXX |
| Term: | The term of this Contract shall commence on XXXXXX and shall end on XXXXXX ("Term"). The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the vendor. | | |
| Procurement Type: | Procurement Type: | | |
| Contracting Department: | Pick Dept. | Project Manager: | |
| Scope of Work (Goods / Services): | The Vendor shall provide the Goods and/or Services, as described within the attached Appendix A (Scope of Work) , made part hereof. | | |
| Compensation: | The City agrees to pay the Vendor a total not to exceed XXXXXX for Goods and/or Services rendered and accepted in accordance with the Contract Documents. Rates, units, charges, and frequencies are specified in the attached Appendix B made part hereof. | | |
| Vendor Certifications: | <p>Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions as set forth within the attached hereto, made part hereof. 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 certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.</p> <p>TIN: The Vendor certifies that its accurate federal tax identification number as reported to the IRS is:</p> <p style="text-align: center;">XX-XXXXXX</p> <p>This Contract has been duly executed and delivered on behalf of the Vendor by its:</p> <p>Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,</p> <p>other: _____; 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.</p> | | |

Appendix C: Forms (Check if Applicable)

- ☐ **Certificate of Authority**
- ☐ **Evidence of Insurance**
- ☐ **Bid Package Documents**
- ☐ **Somerville Living Wage**
- ☐ **Certificate of Good Standing**
- ☐ **Sole Source Declaration**

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on
this, the Pick Day day of Pick Month Pick Year

VENDOR

| | |
|---|--------------|
| X Vendor Signature (Duly Authorized): | Date Signed: |
| | Print Title: |
| | Print Name: |

CITY**City Auditor's Encumbrance Statement**

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

| | |
|---|--|
| X | X |
| Edward Bean, City Auditor | Joseph A. Curtatone, Mayor |
| X | X |
| Angela M. Allen, Purchasing Director | Approved as to form: Francis X. Wright, Jr., City Solicitor |
| X | |
| Pick a Dept. Head | |

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions

"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are 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 the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. 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. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

6. Risk of Loss

The City shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

8. 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 specifying the termination date.

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, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

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.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods 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 goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

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, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Rights and Remedies.

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; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; 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.

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

9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. 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. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

10. Governing Law; Forum

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and

maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

11. 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.

12. Amendment

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

13. Conditions 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.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

14. 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**.

15. Independent Contractor

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

16. Assignment; Sub-Contract

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

17. Discrimination

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees 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.

18. Waiver

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

19. Severability

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

20. Notice

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) or overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

21. 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.

22. 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. The Vendor certifies 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.

23. Tax and Contributions Compliance

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

24. Municipal Taxes, Charges and Liens

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

25. Compliance with Applicable Laws

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

26. 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 (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Vendor certifies that it is licensed to do business in Massachusetts and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

28. Recordkeeping, Audit, and Inspection of Records All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

29. Debarment or Suspension

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

30. Warranties (Applicable to Goods Only)

The Vendor warrants that (1) the goods 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 Vendor guarantees that upon inspection, any defective or inferior goods 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 goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.

Appendix A
Scope of Work

Appendix B
Cost Details

- ☐ **Service rate(s): Per Details Below**
- ☐ **Supply rate(s): Per Details Below**
- ☐ **Number of payments: Per Details Below**
- ☐ **Payment upon completion of deliverables: Per Details Below**
- ☐ **Fixed fee: Per Details Below**
- ☐ **Other: Per Details Below**

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

Appendix C
Forms

SAMPLE CONTRACT