

**SOLICITATION FOR:  
ACCIDENT RECOVERY SERVICES  
RFP # 16-50**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE: 12/7/2015  
QUESTIONS DUE: 12/14/2015 by 12 PM EST  
DUE DATE AND TIME: 12/22/2015 by 11 AM EST**

Anticipated Contract Award	1/4/2016
Est. Contract Commencement Date	1/4/2016
Est. Contract Completion Date	1/3/2017
Est. Maximum End Date	1/3/2019
Est. Renewal Years (If Applicable)	Up to 2 one-year renewals

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn: Angela M. Allen**  
**Purchasing Director**  
**[amallen@somervillema.gov](mailto:amallen@somervillema.gov)**  
**93 Highland Avenue**  
**Somerville, MA 02143**

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# ACCIDENT RECOVERY SERVICES

RFP #16-50

## RESPONDENTS' CHECKLIST

**Please ensure all documents listed on this checklist are included, and/or acknowledged, with your submission. Failure to do so may subject the proposer to disqualification.**

\_\_\_\_\_ Notice to Proposers

\_\_\_\_\_ Quality Requirements (Section 2.3)

\_\_\_\_\_ Qualifications and Non-Price Proposal with the following headings:

1. Letter of Introduction
2. Statement of Qualifications and Experience
3. Project Approach
4. Project Team
5. Legal Matters
6. Other Related Information
7. Forms and Certificates

\_\_\_\_\_ Price Proposal – *submit this single item in a separately sealed envelope*

\_\_\_\_\_ City of Somerville Forms

1. Past Performance/Reference Form \_\_\_\_\_  
(please include contact names and e-mail addresses for references on the Standard Designer Application that are for projects similar to this one)
2. Certificate of Non-Collusion and Tax Compliance \_\_\_\_\_
3. Certificate of Signature Authority \_\_\_\_\_
4. Somerville Living Wage Form \_\_\_\_\_
5. Certificate of Good Standing \_\_\_\_\_  
(will be required of awarded Vendor; please furnish with bid if available)
6. Insurance Specifications \_\_\_\_\_  
(bidders to review and include in bid package; furnish sample certificate with bid if possible)

\_\_\_\_\_ Acknowledgement of Addenda (on addendum cover sheets, if applicable)

## NOTICE TO PROPOSERS

### RFP # 16-50

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

<b>SECTION A</b>	Sealed proposals for: <b>ACCIDENT RECOVERY SERVICES</b> The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than <b>12/22/2015 by 11 AM EST</b>
<b>SECTION B.</b>	Forms of price bid, specifications and terms of contract can be obtained at the above office on or after <b>12/7/2015</b>
<b>SECTION C.</b>	Proposal envelopes shall be clearly marked as follows: <b>ACCIDENT RECOVERY SERVICES RFP # 16-50 (non-price proposal)</b> <b>ACCIDENT RECOVERY SERVICES RFP # 16-50 (price proposal)</b>
<b>SECTION D.</b>	If <b>awarded</b> vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
<b>SECTION E.</b>	<b>INSURANCE: Awarded Vendor</b> must comply with insurance requirements as stated in the bid package.
<b>SECTION F.</b>	Living Wage - See Section 3.2 item 7.
<b>SECTION G.</b>	The requirements in Section <b>E or F</b> will be waived if the words "Non-Applicable" ( <b>N/A</b> ) are inserted in the space designated.
<b>SECTION H.</b>	The Purchasing Director reserves the right to accept or reject any or all proposals, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a proposal, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
<b>SECTION I.</b>	The City reserves the right to cancel a contract, if awarded offeror 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  
RFP # 16-50**

**Enclosed you will find a request for proposal for: ACCIDENT RECOVERY SERVICES**

**SECTION 1.0  
GENERAL INFORMATION ON BID PROCESS**

**1.1 General**

Sealed submissions will be received on or before **11:00AM, on December 22, 2015.**

When submitting qualifications, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department  
Attention: Angela M. Allen, Director  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143.**

It is the sole responsibility of the Applicant to insure that the submission arrives on time at the designated place. Late submissions will not be considered, and will be returned.

Responses submitted must be an original.

**One (1) original and two (2) copies, plus a CD/DVD with the complete submission shall be submitted by the deadline.**

Electronic copies are to be submitted on CD-ROM saved in Microsoft Word or Adobe Acrobat format. ("Read only" files are acceptable). All disks shall be virus checked prior to submission.

A complete response consists of all documents listed on the Respondent's Checklist.

The signature of the Applicant's authorized official(s) must be provided on the cover letter and all the proposal forms. **An unsigned letter or one signed by an individual not authorized to bind the Applicant will be disqualified.**

The City of Somerville (the City) 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 Applicant must be an Equal Opportunity Employer.

All information in the Applicant's response should be organized and presented in a clear / concise format, as outlined in the Respondent's Checklist. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Applicants should not make claims to which they are not prepared to commit themselves contractually.

**There must be no mention of the applicant's fee(s) in the non-price, qualifications submission. Such mention of applicant's and/or its sub-applicant's fees will subject the submission to disqualification. A fee schedule shall be submitted in a separately sealed envelope, clearly marked with your firm's name and "Fee Schedule – RFP #16-50."**

The solicitation may be obtained online via the Purchasing web page at <http://www.somervillema.gov/departments/finance/purchasing/bids> or by request from the Purchasing Department on and after **December 7, 2015** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

## 1.2 Questions

**Questions are due: 12/14/2015 by 12 PM EST**

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

Angela M. Allen  
Purchasing Director  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**

[amallen@somervillema.gov](mailto:amallen@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.**

## 1.3 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. The City will post

addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>).

A link to all addenda will be emailed to all prospective applicants on record as having picked up the solicitation. **Prospective applicants are highly encouraged to contact the Purchasing Department ([purchasing@somervillema.gov](mailto:purchasing@somervillema.gov)) to register as a bid document holder to automatically receive addenda notifications as soon as they are issued.**

It is the responsibility of the respondent to also monitor the bid portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>.

No changes may be made to the solicitation documents by the Applicants without written authorization and/or an addendum from the Purchasing Department.

#### 1.4 Bidding Schedule

##### Key dates for this Request for Proposals:

RFP Issued	<b>12/7/2015</b>
Deadline for Submitting Questions to RFP	<b>12/14/2015 by 12 PM EST</b>
Proposals Due	<b>12/22/2015 by 11 AM EST</b>
Anticipated Contract Award	<b>1/4/2016</b>
Est. Contract Commencement Date	<b>1/4/2016</b>
Est. Contract Completion Date	<b>1/3/2017</b>
Est. Maximum Contract Completion Date	<b>1/3/2019</b>

<b>Responses must be delivered by 12/22/2015 by 11 AM EST to:</b>	City of Somerville Purchasing Department Attn: Angela M. Allen 93 Highland Avenue Somerville, MA 02143
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#### 1.5 Submission Instructions

Refer to Sections 3 and 4, respectively, for a detailed description of what must be included in the technical (i.e. non-price) and the price proposals. The Respondent's Checklist at the beginning of this document is your guide for ensuring that all required documents are included in your submission.

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

<b>Contents of Envelope</b>	<b>Marked As</b>
<b>Envelope 1 Non-Price Technical Proposal:</b> Shall Include (1) original and two (2) copies, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be	<b>To Be Marked:</b> Non-Price Proposal Accident Recovery Services <b>RFP # 16-50</b>

saved in Adobe Acrobat format. (“Read only” files are acceptable.))]	
<b>Envelope 2 Price Proposal:</b> Shall Include one (1) original and one (1) copy.	<b>To Be Marked:</b> Price Proposal Accident Recovery Services <b>RFP # 16-50</b>
<b>Please send the complete sealed package to the attention of :</b>	Angela M. Allen 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.)

### **1.6 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.

### **1.7 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.

#### **1.7.1 Holidays are as follows:**

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

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

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

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



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

### **1.7.2 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.

### **1.8 Unforeseen Office Closure**

If, at the time of the scheduled deadline for submission of responses, Somerville City Hall 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. Responses will be accepted until that date and time.

Note: late deliveries of mail services (including but not limited to USPS, FedEx, UPS, DHL) are not the responsibility of the City. Respondents shall allow sufficient time for responses to be delivered to the City of Somerville's Purchasing Department.

### **1.9 Modification or Withdrawal of Responses, Mistakes, and Minor Informalities**

An Applicant may correct, modify, or withdraw a response by written notice received by the City of Somerville *prior to* the time and date set as the deadline for submission responses. Modifications to a response must be submitted to the City's Purchasing Department in a sealed envelope clearly labeled "Modification No.\_\_\_\_." Each modification must be numbered in sequence, and must reference the original solicitation.

After the deadline for responses to this RFQ, an applicant may not change any provision of the response in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the applicant will be allowed to correct them. If a mistake and the intended response are clearly evident on the face of the response, the mistake will be corrected to reflect the intended correct response, and the applicant will be notified in writing; the applicant may not withdraw the bid. An applicant may withdraw a response if a mistake is clearly evident on the face of the response, but the intended correct response is not similarly evident.

### **1.10 Right to Cancel/Reject Bids**

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

### **1.11 Evaluation of Responses**

The Mayor, working through the Department of Public Works (DPW) and Purchasing, has established or will establish a selection committee (the "Committee") to review and evaluate qualifications and proposals, and recommend to the Mayor the most highly advantageous candidate to undertake

the services on the City's behalf. See Section 2 for evaluation criteria.

#### **1.12 Bid Prices to Remain Firm**

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

#### **1.13 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.

#### **1.14 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.

#### **1.15 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.

## **SECTION 2.0**

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

#### **2.1 Background**

The City of Somerville is seeking the services of a firm that specializes in comprehensive accident recovery services on behalf of municipalities to provide said services on behalf of the City for all aspects of accident recovery claims. These services may include, but are not limited to, those necessary to enable the City to replace and/or recover damaged property as outlined below. All references to the City's property in this RFP include real and/or personal property.

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

The Contractor shall, during the term of the Agreement, provide all of the professional services customarily provided by an accident recovery advisor to a government entity of the size and nature of the City. The Contractor must be able to provide all of the accident recovery services necessary to enable the City to:

1. Replace municipal equipment associated with the operation of all roadways under the jurisdiction of the City that has been damaged or destroyed by an insured vehicle.
2. Recover the costs associated with labor, equipment, and materials used to replace equipment or property that has been damaged by an insured vehicle such as hydrants, guardrails, light posts, etc. and reimburse the City for labor and vehicle use.
3. Recover the costs of any extraordinary actions taken by the City to ensure public safety and limit the liability of the involved parties while repairs are made to equipment or property which has been damaged by an insured vehicle.
4. Replace other municipal equipment or property which has been damaged by an insured vehicle.
5. The Contractor shall respond to all insurance company requests for information.
6. Provide response time estimates and 24 hour coverage.
7. Assume responsibility for all costs and fees related to damages covered by the Contractor. Such costs and fees include but are not limited to: settlement costs, expenses and absorption of expenses that are not collectible, police details, permits, etc.

The following tasks describe the scope of services in more detail.

##### Task One

Develop a comprehensive recovery plan for the City of Somerville for the period January 1, 2016 – December 31, 2016, which will include:

1. Meeting with relevant City staff and others as necessary for the purpose of developing projections of the City needs for accident recovery.
2. Developing and implementing a means (including computer programs and analysis) of updating recovery service case information on a regular basis, and routinely coordinating this

information with managers of any relevant construction projects going on in the City.

3. Analyzing the replacement equipment needs of the City and the estimated costs of the measures to recover and/or replace equipment or other damaged tangible property.
4. Reviewing and evaluating the replacement resources available to the City.
5. Developing, implementing and coordinating an on-going accident recovery program on behalf of the City.
6. Attending meetings, as required by City staff, in order to offer timely advice regarding the recovery needs of the City.
7. Examining the various alternatives for recovery action available to the City, and making recommendations.
8. Advising the City regarding the recovery actions needed to assure that all municipal equipment damaged or destroyed by vehicles covered by insurance is replaced or repaired.

### Task Two

Develop a plan for City employees to use in communicating and reporting municipal property damage that will:

1. Ensure there is a process followed by the relevant public safety department(s) to bring accident reports to the attention of the City.
2. Identify the best method(s) for reporting damaged municipal property.
3. Review existing public property management channels as they relate to recovery.
4. Outline clear steps for establishing recovery claims, including site visits, verification and documentation of findings.

### Task Three

Develop a plan for integrating contractor investigation services into recovery actions that will be brought on behalf of the City, including:

1. Correspondence requirements for all parties involved.
2. Verification of current insurance carriers.
3. Methods for location of responsible parties via registration and/or licensee checks and/or all available means.
4. Research on motor vehicle owners' agent and insurance company, as well as to establish whether or not a report or claim has been made.
5. Methods and procedures for locating involved insurance carriers and establishing claims on behalf of the City.

#### Task Four

Develop a plan for repairs or replacement including:

1. Specifying the items needed to complete the repair/replacement and the best method to expedite delivery of said items.
2. Establishing procedures for contracting equipment providers and expediting construction of non-inventory items or non-stock items.
3. Replenishing the City's inventory within the shortest possible time frame.
4. Procedures and/or method(s) for handling any demands for extraordinary items needed by the City.
5. Establishing schedules for replacement/repair work.
6. Ensuring that replacement materials and repairs conform to City standards.

#### Task Five

Establish procedures for claim settlement including:

1. Dispute resolution.
2. Extension of time lines.
3. Tracking expenses associated with recovery actions.
4. Best use of "release issuing process" to expedite recovery on behalf of City.

### **2.3 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 through 5, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	The Proposer and each of the Proposer's key personnel shall have a minimum of five (5) years of experience in acting as an accident recovery contractor to government entities. The Proposer shall have acted as an accident recovery advisor to a number of different government entities during that period. The Proposer shall be a		

	recognized firm that regularly provides comprehensive accident recovery services to government entities.		
2.	The Proposer shall be duly qualified and licensed to do business in Massachusetts.		
3.	<p>The Proposer shall provide bonds from a surety licensed to do business in Massachusetts. Said surety to be sufficient to satisfy the following:</p> <p>a. Post a payment/performance bond for services provided to the City in the amount of \$250,000 prior to the execution of any agreement resulting from this RFP.</p> <p>b. Provide a financial guarantee to insure reimbursement of funds for municipal expenses in the amount of \$500,000 (e.g., bond or letter of credit).</p> <p>c. Provide a supply bond for replacement of specified municipal materials involved in any claim in the amount of \$500,000.</p>		
4.	The Proposer and each of its employees shall be duly licensed, registered or otherwise qualified, if so required by law or regulation, to perform the services described in this RFP.		
5.	The Proposer shall supply the information and documentation set forth in SECTION 3, Proposal Content, and shall meet all other requirements of this RFP and applicable statutory requirements.		
6.	<p>Optional:</p> <p>Is your company certified by the Mass. Supplier Diversity Office? If yes, please specify category:</p>		

For all items marked as “Yes” in the Quality Requirements Form, proposers must submit written information that substantiates that the proposer meets these requirements. Subcontractors, if applicable, must be also included. The proposal content as outlined in Section 3.0.

## 2.4 Comparative Evaluation Criteria

Proposals that meet the Minimum Criteria will be further evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any Proposer to provide additional supporting documentation in order to verify its response.

Ratings of (1) Highly Advantageous (“HA”); (2) Advantageous (“A”); (3) Not Advantageous (“NA”); or (4) Unacceptable (“U”) will be given to each of the following criteria for each Proposer. A composite rating will then be determined. A composite rating of “Highly Advantageous” or “Advantageous” may be assigned only if a proposal has received at least one such rating among the criteria listed below.

### 1. The Respondent Firm / Company:

**Firm Background and Capability:** to perform all of the aspects of the scope of services.

**Unacceptable:** Less than three (3) years of experience in providing similar services with documented examples of such services.

**Not Advantageous:** three (3) to five (5) years of experience in providing similar services with documented examples of such services.

**Advantageous:** More than five (5) years but less than eight (8) years of experience in providing similar services with documented examples of such services.

**Highly Advantageous:** More than eight (8) year of experience in providing similar services with documented examples of such services.

**2. Recent Relevant Experience:** with accident recovery services on behalf of a municipality, comparable to the level of service outlined in the scope of services.

**Unacceptable:** Firm has no municipal experience

**Not Advantageous:** Firm has municipal experience, but no municipal experience in Massachusetts

**Advantageous:** Firm has municipal experience within Massachusetts that is current (within the past 3 years, less than 2 similar projects have been successfully completed in Massachusetts).

**Highly Advantageous:** Firm has municipal experience within Massachusetts that is current (within past 3 years). More than two (2) projects of similar type have been successfully completed within Massachusetts.

**3. Current Firm Capacity:** list significant current work and work completed in the last five (5) years, as well as projects (accident recovery services or other projects with proposed staff for this contract) currently planned but not yet begun; quantify.

**Unacceptable:** No or limited current work listed.

**Not Advantageous:** Firm capacity may be challenged by current work load when taking on this new assignment and timeframes.

**Advantageous:** Firm capacity appears to be able to handle this assignment with the given work load and timeframes.

**Highly Advantageous:** Firm capacity can easily handle this assignment with their given work load and timeframes.

**4. Staffing:**

- a. **Key Personnel:** Professional background, including years of experience, caliber and staff availability for project; quantify staff and discipline; describe the

percentage of time to be committed to the project by the key members of the project team.

- b. **Outside Consultants:** Qualifications and experience of sub-consultants regularly engaged by the firm; describe the percentage of time to be committed to the project by the leadership of the project team.
- c. **Team Organization:** Chart and describe team organization, listing key individuals.

**Unacceptable** - No staffing plan or team organization provided.

**Not Advantageous** - The staffing information provided may meet the City's needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.

**Advantageous** - The staffing information and team organization plan provided will meet the needs of the City, and shows the proposer's commitment to the project by providing an experienced team of quality professionals with defined roles.

**Highly Advantageous** - The staffing information and team organization provided will exceed the needs set forth by the City and shows the proposer's commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.

## **5. Extent of Contract Services related to actual repair and replacement activities on a demand basis.**

**Unacceptable** - The Proposer does not offer actual construction services directly or through contractors, or has not provided those services to client(s) with characteristics and requirements similar to those of City.

**Not Advantageous** - There is evidence in the proposal that the Proposer is capable of providing some, but not substantially all, of the services in the Scope of Services utilizing the proposer's resources and those of sub-contractors with whom the Proposer has a business relationship to at least one (1) client; if required by the municipality. This evidence includes specific instances or accounts where such services have been provided to clients with characteristics and requirements similar to those of City.

**Advantageous** - There is evidence in the proposal that the Proposer is capable of providing all replacement/repair services in the Scope of Services acting as the general contractor for the municipality and utilizing the Proposer's resources and those of sub-contractors with whom the Proposer has a business relationship to at least two (2) clients – if required by the municipality. This evidence includes specific instances or accounts where such services have been provided, in a timely manner, to clients with characteristics and requirements similar to those of City.

**Highly Advantageous** - There is evidence in the proposal that the Proposer is capable of providing all replacement/repair services in the Scope of Services acting as the general contractor for the municipality and utilizing the Proposer's personnel, stock, existing direct vendor contracts, and equipment of at least three (3) clients – if



required by the municipality. This evidence includes specific instances or accounts where such services have been provided, in a timely manner, to clients with characteristics and requirements similar to those of City.

## **6. Project Discussion & Scope of Work:**

### **a. Project Understanding & Challenges**

### **b. Project Approach**

**Unacceptable** – Qualification statements and supporting documentation did not adequately convey the proposer understands the scope of services and the firm's approach to providing said services successfully.

**Not Advantageous** - The response indicates the proposer may understand the City's needs, but the plan provided is not clear enough to make a determination. The proposer's approach does not instill confidence in a plan to fulfill the scope of services in a well thought out manner.

**Advantageous** - The Scope of Services response provided indicates the proposer will meet the needs of the City; and shows the proposer's demonstrated understanding of the scope of services and their approach to the work required to complete a successful service contract.

**Highly Advantageous** - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the City; shows the proposer's demonstrated understanding of the scope of services; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process.

## **2.5 Rule for Award**

The contract shall be awarded to the responsible and responsive proposer submitting the most highly 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 3.0 PROPOSAL CONTENTS**

### **3.1 Overview of Proposal Contents**

Each proposal package will contain a table of contents with the following headings and corresponding content:

1. Letter of Introduction
2. Statement of Qualifications and Experience
3. Project Approach
4. Project Team
5. Legal Matters
6. Other Related Information
7. Forms and Certificates
8. Price Proposal (in separately sealed envelope)

A response that does not provide the information and documentation requested may be deemed nonresponsive and thereafter rejected.

### **3.2 Technical (Non-Price) Proposal Instructions**

- 1. Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application. The signature shall be of an individual authorized to negotiate and execute the Contract for Accident Recovery Services, in the form that is attached to the RFQ, on behalf of the Respondent. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
  - a) A specific statement regarding compliance with the minimum requirements identified in the “Quality Requirements” in section 2.
    - a. Include number of years of experience and where obtained (as supported by the resumes that are to be attached).
    - b. Describe any licenses, registrations, or other qualifications required of the firm performing the accident recovery services described in this RFP and state whether the firm is so licensed, registered, or otherwise qualified.
  - b) An acknowledgement that the Respondent has read the Request for Proposals. Respondent shall note any exceptions to the RFP in its cover letter.
  - c) An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
  - d) In the event that the City receives financial assistance for this project from the Commonwealth of Massachusetts, the Applicant must be prepared to comply with all the necessary requirements pursuant to M.G.L. Chapter 7C, Section 6.
  - e) A description of the Respondent’s organization including:
    - a. History of the firm
    - b. Types of services performed
    - c. Types of clients served

- d. Location of the firm's main office and of other offices, the number of public claims management professionals in each office and the office from which the Proposer would furnish the services for the City of Somerville.
  - e. Any special capabilities or services that the firm has and which may be applicable to this scope of services in Somerville, such as specialized computer analysis/tracking capabilities.
  - f. Other expected engagements during the term of the project. Describe the engagements; identify any actual or potential conflicts with the proposed services to City and how these would be addressed.
  - g. List of appurtenances typically recovered.
- f) Point of Contact: Provide the name, title, address, telephone and fax number of the person at the firm who the City should contract concerning the proposal.

**2. Statement of Qualifications and Experience** – Describe the firm's qualifications and experience to perform the required accident recovery services including, but not limited to:

- a) Description of previous assignments as a full service provider of accident recovery services to state agencies, to municipalities, and regional public entities. Include a list of government clients for which the firm has served as an accident recovery contractor during the last three (3) years.
- b) Description of the nature, size and complexity of the accident recovery services you provided in "a".
- c) Description of experience as a full service accident claim recovery contractor to an entity similar to the City which you have provided in the last three (3) years.
- d) Description of Proposer's field claim settlement service.
- e) Description of experience as a field investigation contractor to assist municipalities in establishing claims.
- f) Description of the firm's dedicated control office investigation services.
- g) Description of the firm's experience with and knowledge of claims recovery for municipalities.
- h) Provide a list of the names, titles, current addresses and telephone numbers of the government officials primarily responsible for the assignments described in items a through g above with whom members of the firm worked (see Past Performance Reference sheet for sample format).

**3. Project Approach** – Provide a chronological narrative description of the project approach the firm would propose to take in providing the accident recovery services described in the Scope of Services (Section 2). Describe the general tasks you propose to undertake in the accident recovery process and include other more specific tasks you would consider appropriate during each step. Provide any other information which will demonstrate your understanding of the project and the effectiveness of your proposed approach.

**4. Project Team** – Provide information concerning the organization of the Proposer's team for providing the City with accident recovery services, including the officer to be in charge and each of the other key personnel to be assigned to

the project. Include an organizational chart showing the reporting structure and a narrative description. State the reasons that the proposed organization and team members are considered appropriate for the project. The proposal's team consists of all people and entities, including, but not limited to, any subcontractors and suppliers who are proposed to provide the services. Key personnel are the officer in charge and other individuals with responsibility for significant portions of the services, all of whom have education and experience appropriate to their assigned responsibilities. Provide, for each person:

- a) Name, title and current office address.
- b) Current resume showing education, previous professional accident recovery experience (including dates of previous employment).
- c) Length of time with the firm and the person's current assignment(s).
- d) Proposed area of responsibility for the project and the approximate number of hours per week that the person will be available for work on the project.
- e) Description of the person's previous assignments as an accident recovery advisor to state agencies, municipalities, regional public entities, or other public entities, including investigation, claim establishment, claim settlement and replacement work.
- f) Description of the nature, size and complexity of projects in which the person has participated as an advisor, investigator or claim's processor.
- g) As appropriate for their role in this RFP, describe each person's experience as:
  - a. An investigator for public entities while they were undertaking accident recovery services.
  - b. Support staff for claim recovery.
  - c. Claims researcher.
  - d. Claims Expediter.

**5. Legal Matters – Provide the following information:**

- a) State whether within the past ten years there have been, or whether there currently are pending, any investigations of, or actions against your firm or individual employees of your firm by a federal or state regulatory agency or taxing authority in connection with any claims recovery work with which your firm has been associated which have led to convictions. State whether any of the key personnel you propose to assign to this project have been or are now subject to any such investigations or actions. If the response to any of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.
- b) State whether any government client has terminated a contract, or sought removal of your project team during the past three (3) years. If so, provide a complete explanation.
- c) Document any name changes or changes in corporate organization that have necessitated a filing with the Secretary of the Commonwealth of Massachusetts (or your firm's state of registration) during the past ten years. Explain the reasons behind these changes.
- d) States if Proposer, its principals, and/or personnel has/have filed for U.S. Bankruptcy Court protection during the past seven years and, if so, describe the circumstances and disposition of the case.

- e) If the Proposer is a joint venture, provide the joint venture agreement and a statement that all joint venture partners will be jointly and severally liable. Final award will be subject to City's review of the joint venture agreement.

**6. Other Relevant Information** – Proposers should also include any other information which they believe demonstrates their qualifications to perform the services and demonstrates their satisfaction of the requirements of this RFP.

**7. Forms and Certificates**

**a) Required Submissions (included with response)**

a. Past Performance / Reference Sheet

Note: Respondents may cross-reference data already provided on Standard Designer Application; contact names, phone numbers and e-mail addresses are required by the City of Somerville.

b. Non-Collusion & Tax Compliance Form

c. Certificate of Signature Authority

d. Somerville Living Wage Ordinance Form

**b) Required Submissions (to be provided post award)**

a. Certificate of Good Standing: requirement is included in this solicitation.

b. Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the awarded vendor within five (5) business days of a written notice of contract award.

## PAST PERFORMANCE / REFERENCE SHEET

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

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

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

\*Point of Contact of firm/agency providing reference. POCs shall be individuals that worked directly with the applicant.



**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

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

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

CITY OF SOMERVILLE

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

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

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

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

**CERTIFIED BY:**

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

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

**Name of Vendor:**\_\_\_\_\_

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

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of **7/1/2015** 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.

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

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

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

### **IMPORTANT NOTICE**

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

Thank You,

Purchasing Director

## **INSURANCE SPECIFICATIONS**

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

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

**A. GENERAL LIABILITY - Comprehensive Form**

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

**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
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	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  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

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

AUTHORIZED REPRESENTATIVE

**SECTION 4.0**  
**PRICE PROPOSAL CONTENTS**

**4.1 Price Proposal Instructions**

The City of Somerville does not seek to pay the Accident Recovery Services provider for its services, yet the City understands that the service provider will negotiate all mutually agreed settlements for completed recoveries with insurance companies of responsible parties.

In the price proposal, the City seeks the following:

1. A guarantee from the Proposer that all labor and equipment costs incurred by the City, in the process of recovering claims will be reimbursed without markup.
2. A guarantee that the Proposer will furnish to the City (to the Project Manager) a semi-annual report of the total value of completed work.
3. A clear explanation of the pricing structure the Proposer uses to accomplish the City's objectives of:
  - a. replacing damaged property within 24 hours or as soon as possible after a damage is reported to the Accident Recovery Service Provider;
  - b. recovering costs incurred by Service Provider;
  - c. replenishing City's inventory if City's assets in inventory were used to replace damaged property;
  - d. reimburse City for any labor or material costs incurred by the City.
4. Signature of Authorized Individual and acknowledgement of any addenda.

**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 ADDENDA:**

**Addendum #1** \_\_\_\_\_ **#2** \_\_\_\_\_ **#3** \_\_\_\_\_ **#4** \_\_\_\_\_



**APPENDIX A**  
**SAMPLE CONTRACT**



## City of Somerville: Standard Contract Form

**CONTRACT NAME: FILL IN CONTRACT TITLE**

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"):

<b>Vendor Name:</b>			
<b>Vendor Address:</b>			
<b>Vendor Contact Name, Email, &amp; Tel./Fax #:</b>			
<b>Contract Amount:</b>	\$ @ @ @ @ @		
<b>Purchase Order #:</b>			
<b>Contract Term:</b>	##/##/## through ##/##/##		
<b>Term:</b>	The term of this Contract shall commence on ##/##/## and shall end on ##/##/## ("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.		
<b>Procurement Type:</b>	Procurement Type:		
<b>Contracting Department:</b>	<b>Pick Dept.</b>	<b>Project Manager:</b>	
<b>Scope of Work (Goods / Services):</b>	The Vendor shall provide the Goods and/or Services, as described within the attached <b>Appendix A (Scope of Work)</b> , made part hereof.		
<b>Compensation:</b>	The City agrees to pay the Vendor a total not to exceed \$ @ @ @ @ @ for Goods and/or Services rendered and accepted in accordance with the Contract Documents. Rates, units, charges, and frequencies are specified in the attached <b>Appendix B</b> made part hereof.		
<b>Vendor Certifications:</b>	<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 <b>tax identification number</b> as reported to the IRS is:</p> <p>##-#####</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>		

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**Appendix C: Forms (Check if Applicable; If Unchecked, Not 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**

<b>X</b> <b>Vendor Signature (Duly Authorized):</b>	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.

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

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# 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 Vendor 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) 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 a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, 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*