

SOLICITATION FOR:

RFP # 17-59 Urban Greenhouse Farmer/Manager at Somerville's ArtFarm



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 03/13/17

OPTIONAL SITE VISIT: 03/21/17 at 3:00PM at 10 Poplar Street, Somerville

QUESTIONS DUE: 03/22/17 by 12PM EST

DUE DATE AND TIME: 03/27/17 by 11AM EST

PRE-PROPOSAL MEETING DATE AND TIME: 03/21/17 at 3:00 PM EST

Anticipated Contract Award	04/10/17
Est. Contract Commencement Date	04/15/17
Est. Contract Completion Date	04/14/17
Est. Renewal Years	Renewable in one-year increments at the City's discretion.

DELIVER TO:

**City of Somerville
Purchasing Department**

Attn: Angela M. Allen
Director of Purchasing
amallen@somervillema.gov

**93 Highland Avenue
Somerville, MA 02143**

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Proposal For:
RFP # 17-59 Urban Greenhouse Farmer/Manager at Somerville's ArtFarm

SECTION 1.0
GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 03/13/17 per the below-noted City Hall hours of operation.

Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.</i>
Proposal Format:
Submit one (1) sealed proposal package; it must be marked with the solicitation title and number and must be original.
In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.
Responses must be sealed and marked with the solicitation title and number.
All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in Sections 2.0 - 4.0). If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.
The Offeror's authorized official(s) must sign all required proposal forms.
The Price Form in Section 4.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.

1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFP Issued	03/13/17
Deadline for Submitting Questions to RFP	03/22/17 by 12PM EST
Proposals Due	03/27/17 by 11AM EST
Anticipated Contract Award	04/10/17
Est. Contract Commencement Date	04/15/17
Est. Contract Completion Date	04/14/17

Responses must be delivered by 03/27/17 by 11AM EST to:	City of Somerville Purchasing Department Attn: Angela M. Allen 93 Highland Avenue Somerville, MA 02143
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1.3 Submission Instructions

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

Contents of Sealed Proposal Package	Marked As
Envelope Sealed with Proposal: 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 saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: Proposal RFP # 17-59Urban Greenhouse Farmer/Manager at Somerville's ArtFarm
Please send the complete sealed package to the attention of :	Angela M. Allen Director of Purchasing Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Proposal response should contain all forms outlined in the Proposers Checklist (Section 5.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts

may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

Elaborate format and binding are neither necessary nor desirable. Each proposal shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All binders will allow for easy removal and replacement of pages.

Cover Letter

Submit a cover letter that includes the official name of the firm (official business name) submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

Qualifications & Experience

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The Minimum Requirements, or set of basic business standards, must be clearly stated and substantiated in the sealed proposal.

References

The Offeror shall list at least three relevant references, which the City can contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

Price Proposal Format

Price Summary Page (see Section 4.0.)

Proposal Prices to Remain Firm

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

Price Submission

All prices must contain the unit rate as requested on the proposal 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.

1.4 Questions

Questions are due: 03/22/17 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

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

Or emailed to:
amallen@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Purchasing Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal 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>.

If any proposer contacts City personnel outside of the Purchasing Department regarding this proposal/proposal, that proposer will be disqualified immediately.

1.5 General Terms

Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

Proposal 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 (& with corporate seal).

Time for Proposal Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. 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. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day

Columbus Day	Veterans' Day	Thanksgiving 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 Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror 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.

Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

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

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

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

Unbalanced Proposals

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

Brand Name “or Equal”

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

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

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

Image of Greenhouse

RFP # 17-59
SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SCOPE OF SERVICES

Rule for Award

The contract – in the form of a one-year license agreement with optional renewal years – shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

Background

The Somerville ArtFarm, located at 10 Poplar Street, is a unique urban space focused on providing open space amenities, opportunities for urban agriculture and spaces for art. ArtFarm is the site of a 960 SF Single Bay Matterhorn-style Rimol Greenhouse installed on an existing concrete slab and funded through a grant from Massachusetts Department of Agricultural Resources (MDAR) for the purpose increasing opportunities for urban agriculture in the City.

Presently, the greenhouse has no electric, water or gas utilities and no furnishings. Utilities to the site are scheduled to be added within 2017 as part of the ArtFarm construction project. The greenhouse offers 560 SF available to a farmer (a company, individual, etc.) for the purpose of commercial growing, while the remaining 400 SF will be used for community farming as determined by the City of Somerville.

Scope of Work

The City of Somerville seeks a farmer/manager to oversee the daily operations of the greenhouse through a one year, renewable license agreement. Responsibilities include:

- management of greenhouse operational systems (temperature and irrigation)
- coordination of greenhouse access and security
- maintenance of the adjacent site through regular clean up
- removal of all trash on a regular basis
- reliable snow clearing, especially adjacent to the greenhouse
- outfitting the greenhouse with own equipment
- paying for the cost of utilities of the greenhouse
- assuring that the site is clean and safe.

While vehicles will be allowed to access the greenhouse portion of the site, this access may be controlled and limited in response to construction. Parking, compost and soil storage are not allowed on the site.

Minimum Qualifications

Your proposal shall address the following basic business requirements, which are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive to this RFP. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A failure to

respond to any of the following minimum standards may result in disqualification of your proposal.

1. Number of years of greenhouse management (minimum of 12 months) backed up by references.

The farmer/ manager is required to have at least one year of prior experience managing and overseeing a greenhouse and a proven record of technical expertise specific to temperature control, irrigation and lighting systems. Beyond these skills, the City is open to proposals that offer a combination of attractive payment for commercial greenhouse space, measures that benefit the urban ag community of Somerville and/ or other services that benefit the City and the ArtFarm.

2. Demonstrated experience in urban agricultural programming (minimum of 12 months).

Optional:

3. Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?
Additional minority designations may be submitted by attaching supporting documentation.

Proposal Submission

In your proposals, please provide the following:

1. Cover letter stating how you meet the Minimum Qualifications outlined above.
2. Demonstration of your business acumen, including years of service and partnerships, crop yields, etc.
3. Demonstration of your qualifications related to the two Comparative Evaluation Criteria outlined below.
4. Short narrative detailing any services and/or programming you desire to provide.
5. Annual payment amount for 560 sq. ft. (complete Price Form in section 4.0).
6. Forms as outlined on the checklist in Section 3.0.
7. If selected, applicant will need to furnish an applicable insurance certificate.

Comparative Evaluation Criteria

Proposals will be evaluated on the farmer/manager's capacity to oversee the greenhouse, payment offered to the City to utilize the space, and demonstrated experience in managing/maintaining greenhouses.

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

Factor 1: Experience Working with Local Government and/or non-profit sectors	
Highly Advantageous	Proposer clearly demonstrates successful experience working with local governments or non-profits in executing urban agriculture projects.
Advantageous	Proposer demonstrates some experience working with local governments or non-profits in executing urban agriculture projects.
Not Advantageous	Proposer's experience working with local governments or non-profits in executing urban agriculture projects.

Factor 2: Technical Expertise	
Highly Advantageous	Proposer clearly demonstrates expertise in technical areas of greenhouse management, specifically with the RIMOL series as documented in this RFP, which will operate year-round.
Advantageous	Proposer demonstrates a strong understanding in technical areas of greenhouse management, specifically with similar greenhouse types to the RIMOL series that are operating year-round.
Not Advantageous	Proposer demonstrates some understanding in technical areas of greenhouse management. No specific experience with year-round greenhouses.

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

Period of Performance

The period of performance for this contract begins on or about 04/15/17 and ends on or about 04/14/17. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

Place of Performance

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

Vendor Conduct

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

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Deliverables

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

RFP # 17-59

SECTION 3.0

Urban Greenhouse Farmer/Manager at Somerville's ArtFarm PROPOSERS' CHECKLIST

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

Required with Sealed Proposals

- _____ Cover Letter and Proposal (see Section 2.0 for content requirements)
- _____ Price Form (See Section 4.0)
- _____ Acknowledgement of Addenda on Price Form (if applicable)
- _____ Somerville Living Wage Form (if applicable)
- _____ Certificate of Non-Collusion and Tax Compliance
- _____ Certificate of Signature Authority
- _____ Reference Form (or equivalent may be attached)
- _____ W9 (see <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Required with Contract, *Post Award*

- _____ Certificate of Good Standing (this form may be required of awarded farmer/manager if contracting entity is a corporation or LLC; please furnish with proposal if available.)
- _____ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)

RFP # 17-59
SECTION 4.0
PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: Urban Greenhouse Farmer/Manager at Somerville's ArtFarm

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **03/27/17 by 11AM EST**
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

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

<u>04/15/17 - 04/14/17 Total Annual Fixed Fee (and possible renewals)</u>	
Payment to City in Year One	\$
Payment to City in Year Two (optional renewal)	\$
Payment to City in Year Three (optional renewal)	\$
Name of Company/Individual:	
Address, City, State, Zip:	
Tel #	Email:
Signature of Authorized Individual	
Please acknowledge receipt of any and all Addenda (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 ____ #5 ____ #6 ____ #7 ____ #8 ____ #9 ____ #10 ____	



Certificate of Authority (Corporations Only)

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

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

(Insert Full Name of Corporation)

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

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

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

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

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

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

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



Certificate of Authority (Limited Liability Companies Only)

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

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

_____,
(Complete Name of Limited Liability Company)

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

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

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

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

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

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

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

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

Certificate Should Be Made Out To:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
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

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

APPENDIX A
Sample License Agreement

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is entered into as of this ____ day of _____ 2017, by and between the CITY OF SOMERVILLE ("City"), a municipal corporation with usual offices at 93 Highland Avenue, Somerville, Massachusetts (the City and SRA shall collectively be referred to herein as "City", unless otherwise noted), and _____, a Massachusetts _____ with usual offices at _____ ("Licensee").

WHEREAS, the City is the owner of a greenhouse on a parcel of land at 10 Poplar Street, Somerville, MA shown on Assessors' Map as Map __-Block __- Lot __ ("Property"); and

WHEREAS, the City issued a Request for Proposals ("RFP") for an operator of the greenhouse, who would provide such services in exchange for use of 560 s.f. of the greenhouse, together with such limited area necessary for operation of the greenhouse and adjacent urban agriculture site ("Licensed Area"); and

WHEREAS, Licensee was the successful respondent to the RFP; and

WHEREAS, the City is willing to make the Property available to Licensee through this License;

NOW THEREFORE, the City and Licensee hereby agree as follows:

1. Grant of License/Effective Dates: The City hereby grants to Licensee a License for use of the Licensed Area in accordance with the terms of this Agreement. The License shall be for renewable one year periods, with the initial period commencing on _____, 2017 and terminating on or before _____, 2018, unless earlier terminated by the City by written notice of termination given by the City to Licensee. Within thirty (30) days after receipt of such termination notice, Licensee shall remove all of its goods and effects and shall vacate the Property peacefully. Renewals of this License are not automatic.
2. Condition of Property: Licensee accepts the Licensed Area "as is" and agrees to assume all expenses in connection with its use of the Licensed Area, including without limitation, the expense of utilities (water, sewer, electricity, gas), snow and trash removal. Throughout the term of this License, Licensee shall maintain the Licensed Area shown on the attached sketch plan and shall keep such area free of snow and ice. Licensee shall ensure that its use of the Licensed Area does not result in odors, noise, exhaust, or accumulations of trash or garbage, vermin, pests, or other nuisance, and Licensee shall be responsible for removing all trash or garbage or other debris dumped on the Licensed Area by itself or by third parties. The Licensee shall, at its sole cost and expense, throughout the term of this License and any holdover period, maintain, repair and/or replace as necessary the Licensee's improvements to the Licensed Area so as to keep same in good working order and condition and in compliance with all applicable laws, codes, ordinances, rules and regulations. Upon termination of the License, Licensee shall, at its sole expense, repair any damage to the Licensed Area or the Property, its surface, curbs

and/or other infrastructure, and leave the entire Property in a clean condition, free of all trash and debris.

3. License Fee. Licensee shall pay \$_____ to occupy the Licensed Area. If Licensee should fail to vacate the Property in accordance with Paragraph 1 and 2 above, Licensee shall pay to the City a use and occupancy fee for the Property equal to \$150/day until such time as Licensee has fully vacated the Property.

4. Use. Licensee shall use the Property to germinate and grow urban agricultural crops, which shall not include recreational or medicinal cannabis. Licensee shall be solely responsible for the management of the greenhouse operational systems (temperature and irrigation), maintenance of the adjacent Licensed Area through regular clean up, and the cost of the necessary equipment to operate the greenhouse, including the cost of installation. Licensee shall coordinate, with other City and community users of the Property, greenhouse access, usage, and security. Parking, compost, and soil storage shall not be stored in the Licensed Area or elsewhere on the Property **[Insert additional public services, urban agriculture programs, etc. relating to the ArtFarm mission to be undertaken by successful proposer, as may be set forth in their response.]**

5. Improvements. The Licensee shall not undertake any improvements to the premises without the written consent of the City in advance. Should the City consent to such improvements the Licensee shall obtain all required permits and present copies of all permits to the City prior to starting the work. Should there be an emergency need for improvements the City's Planning Director must be provided with copies of the permits and details of the work. Licensee shall be solely responsible for the cost of the necessary equipment to operate the greenhouse, including the cost of installation. Any equipment affixed permanently to the premises shall immediately become the property of the City subject only to the Licensee's right to use such equipment during the term hereof. The Licensee is responsible for preventive maintenance for the existing equipment in the greenhouse as of the date of execution of this License. It shall be the sole responsibility of the Licensee to remove one's own equipment installed in the premises prior to the expiration of this contract and to repair any damages resulting from such removal. Any such equipment remaining after the expiration of this License shall, at the option of the City, either become the property of the City or be removed and disposed of by the City at the expense of the Licensee.

6. Insurance. At all times during the term of this License, the Licensee shall procure and maintain Commercial General Liability Insurance, insuring all activities permitted or required hereunder, with minimum liability coverage limits for personal injury, bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall be written on an-occurrence basis (rather than a claims-made basis). This policy shall name the City as an additional insured. Licensee shall also procure and maintain automobile liability insurance with a coverage limit of \$1,000,000 and workers compensation coverage in the amounts required by law.

7. Indemnification. The Licensee agrees at all times during the term of this contract to indemnify and hold and save harmless the City of Somerville, and its officials, employees and agents from and against any and all action or causes of actions, claims, demands, liabilities,

losses, damages or expense of whatsoever kind and nature including all legal costs arising out of or in connection with the operation and use by Licensee of the premises or its performance or failure to perform or any provision of this contract. The Licensee also agrees to waive all rights of recovery it may have against the City of Somerville for any loss to property or person for which the Licensee is insured.

8. City of Somerville Obligations

(a) *Repairs.* To make exterior and structural repairs to the premises subject to funding by the City of Somerville.

(b) *Special Events.* To inform the Licensee of any and all special events taking place on the premises.

(c) *Improvements.* Any improvements or replacement of equipment made to the premises at the City of Somerville expense will become the property of the City.

9. Events of Default. The occurrence of any of the following shall constitute an Event of Default by the Licensee hereunder:

(a) *Failure to Make Payment.* The Licensee shall default in the payment of any installment of license fee, utility payment, or other sum herein specified on or before the date such payment is due; or

(b) *Failure to Operate in the Public Interest or to Fulfill Other Non-Monetary Terms.* The City determines that the Licensee has failed to operate the Licensed Area in the best interest of the City, or the Licensee shall default in the observance or performance of the Licensee's non-financial covenants, agreements or obligations hereunder, and such default shall not be corrected within twenty (20) days after written notice thereof; or

(c) *Bankruptcy.* The Licensee shall be declared bankrupt or insolvent according to the law, or if any assignment be made of the Licensee's property for the benefit of creditors.

10. Termination. Upon the occurrence of any Event of Default hereunder, the City shall have the right thereafter, in its discretion to re-enter and take complete possession of the Licensed Area, to declare the term of this agreement ended, and to remove the Licensee's effects, without prejudice to any remedies which might otherwise be used for arrears of license fees or other default.

11. Remedies. If the Licensee shall default (after reasonable notice thereof in the case of non-monetary default) in the observance or performance of any conditions or covenants on Licensee's part to be observed or performed under or by virtue of any of the provisions in any article of this license, the City without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Licensee. If the City makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in

instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of the Prime Rate plus two percent (2%) per annum and costs, shall be paid to the City by the Licensee as an additional license fee. "Prime Rate" shall be the interest rate published from time to time in the Wall Street Journal as the prime rate charged by the US Money Center commercial banks

12. No Assignment. This License is personal to the Licensee and shall not be assigned. Upon receipt of any purported notice of assignment or transfer, or request to assign or transfer such rights, City may in its sole discretion immediately terminate this License and any purported assignment or transfer shall be void and without recourse thereto

13. Notices. All notices required or permitted to be given to the City, or the Licensee shall be in writing and shall be given personally, or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to and Payments, on behalf of the City shall sent to and addressed to the Director, Purchasing Dept. and to the City Solicitor. Notices to the Licensee shall be addressed to it at its principal business address, which Licensee represents as appearing on the first page of the Lease Agreement.

14. Other Licensee Obligations

- a. Keys
Provide keys to the City for all locked areas within the premises.
- b. Non Emergency Repairs
Licensee shall request prior written approval from the City for any non emergency repairs to be made at the premises at Licensee's expense.
- c. Emergency Repairs
Any Emergency Repairs the Licensee will confirm in writing; responsibility of such repairs will be determined in accordance with the terms herein.
- d. Accidents
The Licensee shall immediately report any emergencies, accidents or incidents that occur within the Licensed Area to the City.

15. Amendments. Any amendment to this License shall be void unless it is in writing and executed by both parties hereto.

16. Governing Law. This License is made under the laws of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

CITY:

CITY OF SOMERVILLE

By: _____
Joseph A. Curtatone, Mayor

Approved as to form:

By: _____
Francis X. Wright, Jr., City Solicitor

LICENSEE:

By:
Its: