

**REQUEST FOR QUALIFICATIONS  
FOR A QUALIFIED PROFESSIONAL ENGINEERING  
CONSULTING FIRM FOR ON-CALL ENGINEERING SERVICES  
IN SOMERVILLE, MASSACHUSETTS**

**RFQ No. 14-17**

Sealed proposals will be received at the Office of the Purchasing Agent, First Floor, City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143 **until 11:00 a.m., on Wednesday, August 14, 2013** for furnishing the following to the City of Somerville:

The City of Somerville, Massachusetts (City) is seeking to engage the services of qualified professional engineering consulting firms with demonstrated expertise and experience in various civil engineering disciplines to provide high quality professional services in a timely, cost effective manner. Services will be requested on an "as needed" basis for tasks in various civil engineering disciplines involving design of small public works projects that are presented for City approvals.

Copies of the Request for Qualifications may be obtained **after Wednesday, July 31, 2013** from 8:30 AM to 4:30 PM, Monday through Thursday, 8:30 AM to 12:00 Noon, Fridays, at the Purchasing Department, 1<sup>st</sup> Floor Third Floor, City Hall, 93 Highland Avenue, Somerville, MA 02143 .

Questions concerning the RFQ must be submitted in writing by **4:30 p.m. Wednesday, August 7, 2013** to Orazio DeLuca, Contract Manager, City of Somerville at the address above, by fax number 617-625-1344 or through e-mail to [odeluca@somervillema.gov](mailto:odeluca@somervillema.gov). Answers will be sent, via addendum, to all vendors who received an RFQ through the Purchasing Department.

The successful offeror must be an Equal Opportunity Employer.

The City of Somerville reserves the right to reject any or all proposals, waive any minor informality in the proposal process, and accept the proposal deemed to be in the best interest of the City. The City of Somerville has established or will establish prior to negotiations a not-to-exceed fee.

**THERE MUST BE NO MENTION OF THE APPLICANT'S FEE IN THE PROPOSAL. ANY MENTION OF THE FEE WILL SUBJECT THE PROPOSAL TO REJECTION.**

**In One Sealed Envelope:** include one (1) original and four (4) copies of the technical proposal marked "**Proposal 14-17, On-Call Engineering Services**" for a total of five (5) copies and **One Sealed Envelope:** include one (1) original price proposals marked "**Price Proposal 14-17 – On-Call Engineering Services**" must be received by Orazio DeLuca, Contract Manager, City of Somerville, 93 Highland Avenue, Somerville MA 02143 prior to the above bid submission deadline. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Department by the established deadline. It is the responsibility of the applicant to assure proper and timely delivery.

**(Note: If price proposal is included in the non-price envelope, the proposal will be automatically disqualified.)**

## **CITY OF SOMERVILLE**

### **NOTICE OF REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES RFQ No. 14-17**

This Request for Qualifications (RFQ) is intended to provide consultants with a common, uniform set of instructions to guide them through the development of their qualifications. The RFQ is in compliance with Chapter 30B of the Massachusetts General Law (MGL).

Terms used and conditions imposed in this RFQ are not intended to imply or denote a particular consultant nor are they to be construed as restrictive in any way.

In responding to this RFQ, consultants must follow the prescribed format, where specified, and use the included forms, where provided. By doing so, each consultant will be providing the City with information comparable to that submitted by other consultants and thus be assured fair and objective treatment in the City's review and evaluation.

Prospective Proposers must demonstrate the ability to provide the full range of Services described in this document, must meet all minimum criteria, and must submit a completed proposal. All Proposers submitting a proposal must be familiar with and able to comply with all Massachusetts General Laws (MGL) pertaining to Designer Engineering Services.

#### **KEY DATES FOR THIS REQUEST FOR PROPOSALS**

RFQ Issued	<b>Wednesday, July 31, 2013</b>
Deadline for submitting questions on RFQ	<b>Wednesday, August 7, 2013, by 4:30 PM.</b>
Proposals due, proposal screened, - evaluation begins	<b>Wednesday, August 14, 2013, by 11:00 a.m.</b>
Anticipated Contract Award	<b>August 21-24, 2013</b>
Services commence	<b>September 1, 2013</b>

## **SECTION I. INSTRUCTIONS TO APPLICANTS**

### **1. CONTENT OF THE PROPOSAL:**

Each proposal should contain only pertinent information and requested documentation; demonstrate how the applicant meets the minimum qualifications set forth in the advertisement for the Request for Proposals; demonstrate the previous relevant experience of the applicant; have a table of contents or easily discernible, labeled sections; and contain exceptions, if any, to the Agreement attached hereto.

### **2. SUBMISSION OF THE PROPOSAL:**

Each original proposal (marked "ORIGINAL" on the sealed package) along with the number of additional copies set forth in the advertisement for Request for Qualifications must be delivered to Orazio DeLuca, Contract Manager, City of Somerville Purchasing Department, 93 Highland Avenue, First Floor, Somerville, MA 02143 no later than the date and time set forth in the advertisement and in the manner set forth therein. It is the responsibility of the applicant to insure that delivery is made in a proper and timely fashion. Any proposals received after such time will not be accepted, unless this date and time have been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Department by the deadline for receipt of proposals.

### **3. QUESTIONS AND CLARIFICATIONS:**

Any questions or requests for clarification must be submitted in writing to Orazio DeLuca, the Contract Manager no later than **4:30 p.m. Wednesday, August 7, 2013**. At the sole discretion of the Purchasing Agent, an addendum will be issued with clarifications or answers to the questions. Oral responses by the City are non-binding.

If any proposers contact anyone outside of Purchasing, for information about this proposal, their bid/proposal will be disqualified from the bidding process.

### **4. CORRECTION, MODIFICATION, OR WITHDRAWAL OF PROPOSAL:**

Prior to the deadline for receipt of proposals, an applicant may correct, modify, or withdraw its proposal by making the request in writing. All corrections, modifications, or withdrawals must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating the title of the project, the deadline for the receipt of the proposals and a notation that the envelope contains a correction, modification, or withdrawal of the original proposal submitted for the particular project.

### **5. ADDITIONAL INFORMATION REGARDING THE PROJECT**

Additional information with regard to the project may be attached hereto. Any such information is deemed incorporated herein and made a part hereof.

### **6. DURATION OF PROPOSAL**

A proposal will remain in effect for a period of ninety (90) calendar days from the deadline for submission of proposals, until it is formally withdrawn according to the procedures set forth above, a contract is executed, or this RFQ is cancelled, whichever occurs first. The City reserves the right to reject any and all proposals, or portions thereof.

7. **ADDENDA**

Addenda will be mailed by the Contract Manager only to those persons who were issued a copy of the RFQ by the Purchasing Department. The Purchasing Agent may elect to issue any addendum by regular U.S. mail, fax or email.

8. **INCORPORATION BY REFERENCE**

The following documents are incorporated by reference into this RFQ as if fully rewritten herein: the advertisement for the RFQ, the City of Somerville Designer Selection Procedures, M.G.L. c. 7, §38K, and M.G.L. c. 149, §44C.

9. **GENERAL TERMS AND CONDITIONS**

The Agreement for this project will be between the City and the successful applicant and will be administered by the department designated in the advertisement.

The general terms and conditions of the Agreement between the City and the successful applicant are set forth in the attached Agreement which is incorporated by reference herein.

10. **SELECTION CRITERIA**

The selection of the finalists will be based, at minimum, on the following criteria: prior similar experience; past performance on public and private projects; financial stability; and identity and qualifications of the consultants who will work with the applicant on the project, including professional registration when required.

Each applicant will be required to state what exceptions it has, if any, to the terms of the proposed Agreement, attached hereto. If no exceptions are raised, the applicant will be deemed to have waived any right to make exceptions thereafter. The City reserves the right to reject an applicant if, in the opinion of the City, the exceptions are inconsistent with the goals of the City.

11. **SELECTION PROCESS** All proposals will be reviewed by the Designer Selection Committee ("the Committee"). The Committee will rank all candidates and make a recommendation to the Mayor to enter negotiations with the three highest ranked firms.

Otherwise, the Committee may choose to select a minimum of three (3) applicants to be interviewed ("the short list"). The Purchasing Agent will notify all applicants of the names of the applicants selected for the short list. The short-listed applicants will be notified, either by mail, fax, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto.

Within a reasonable period of time after the last interview, the Committee will forward to the Mayor its recommendation of the final ranking of the short-listed applicants. The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

The Mayor may, at his sole discretion, interview the applicants on the short list. The Mayor may exclude any designer from the short list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The City shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the City is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and

undertaken with the remaining designers, one at a time, in order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee, if any, established prior to selection of finalists. If the City is unable to negotiate a satisfactory fee with any of the finalists, the Mayor shall recommend that the Committee select additional finalists from the original pool of applicants or re-advertise the RFQ.

Once successful negotiations have concluded or if the fee has been set, the City will prepare the appropriate number of contracts and submit them to the successful applicant for signature. Upon receipt of the executed contract and all other required documents, the City will have the contracts signed by the appropriate City officials. For specific projects, the City will determine a scope of services, request proposals from an unspecified number of firms and subsequently award that work. This award will result in the issuance of a purchase order. Unless otherwise stated, the issuance of the purchase order is tantamount to a Notice to Proceed, at which time the successful applicant will be expected to begin work under the contract.

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**SECTION II. SCOPE OF WORK**

The City of Somerville, Massachusetts (City) is seeking to engage the services of qualified professional engineering consulting firms with demonstrated expertise and experience in various civil engineering disciplines to provide high quality professional services in a timely, cost effective manner. Services will be requested on an “as needed” basis for tasks in various civil engineering disciplines involving design of small public works projects that are presented for City approvals.

Project Description

This Request for Qualifications (RFQ) is intended to provide consultants with a common, uniform set of instructions to guide them through the development of their qualifications. The RFQ is in compliance with Chapter 20B of the Massachusetts General Law (MGL).

Terms used and conditions imposed in this RFQ are not intended to imply or denote a particular consultant nor are they to be construed as restrictive in any way.

In responding to this RFQ, consultants must follow the prescribed format, where specified, and use the included forms, where provided. By doing so, each consultant will be providing the City with information comparable to that submitted by other consultants and thus be assured fair and objective treatment in the City’s review and evaluation.

Scope of Work

The following work shall be performed:

The City seeks to establish a short list of qualified consultants capable of providing “on-call” professional engineering services on an “as needed” basis for various assignments, including but not limited to:

- Engineering services for the design of utility infrastructure improvements for water distribution, wastewater and storm water systems, including survey, plan preparation, design, permitting, bid document preparation and other assistance, as requested.
- Streetscape, transportation and traffic engineering for design of various public works roadway, sidewalk and intersection improvement projects. Projects may include accessibility improvements as required by ADA/AAB regulations.
- Land survey services, including property and topographic surveys, as necessary in conjunction with any design tasks to be assigned.

- Geotechnical engineering services including soils and materials testing as necessary in conjunction with any design assignments to be assigned.
- Assignments under this contract could have duration periods of a few days to several months depending on the services requested.

Note: The City of Somerville reserves the right to increase or decrease the scope of this work as the budget allows.

**Qualifications**

The City of Somerville will use the following criteria in evaluating the proposals submitted and in making its award:

Each consultant must furnish all requested information in the formats specified by the RFQ. Promotional and/or advertising materials are not wanted and will not be considered as meeting any of the requirements of this RFQ.

Each submittal must include a letter of transmittal containing the signature of an authorized representative of the prime consultant and not more than two individuals authorized to negotiate and sign a contract with the City on behalf of the prime consultant. The transmittal letter should not exceed two pages in length. The cover letter shall contain a statement that the Consultant has read, understands, and will comply with the requirements and conditions contained in this RFQ.

The Consultant shall state its understanding of this solicitation and on call contracts in clear, succinct terms. Consultant shall state interest for consideration in which of the following disciplines:

Roadway Design

Traffic Engineering

Geotechnical Engineering

Pavement/Asset Management

Structural Assessment (Retaining walls, etc)

Water/Wastewater/Storm Water Systems Design

Storm Water Management

## **Price Proposal Format**

The engineering firm's fee shall include a cost breakdown for each task identified under the Scope of Work, the fee for each assignment will be individually negotiated.

### Schedule

The Scope of Work shall be completed as "on-Call" after the written Notice-To-Proceed given by the City of Somerville.

## **REGULATIONS**

The project design must comply with all applicable federal and state laws and City ordinances and regulations.

## **SECTION III. TERMS AND CONDITIONS**

### 1. TAXES

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and RFQ prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is MO46 001 414.

### 2. FREIGHT ON BOARD (F.O.B)

All prices are to be firm F.O.B.delivered destination (Somerville, MA), to the address specified on the "Notice to Proposes" (Form #RFQ1) or any other department location doing business for the City of Somerville in need of such services.

### 3. UNIT PRICE

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

### 4. PRICE REDUCTION

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

### 5. GUARANTEES

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

### 6. INDEMNIFICATION

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

### 7. INSURANCE

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims



under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable. (See Article 10 of the Contract for Design Professionals)

8. INDEPENDENT CONTRACTOR

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

9. COMPLETE AGREEMENT

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

10. ASSIGNMENT

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

11. SUB CONTRACTORS

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

12. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13. ENFORCEABILITY

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

14. CONFLICT OF INTEREST

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

15. TERMINATION

a. For Cause: The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by

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

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

c. Return of Property: Upon termination, Vendor shall immediately return to the City of Somerville, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the City of Somerville or developed by the Vendor in accordance with this Agreement. (See Article 12 of the Contract for Design Professionals)

#### 16. DISCRIMINATION

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

#### 17. INTERPRETATION OF SPECIFICATION/TERMS.

All interpretations of the RFQ and supplemental instructions will be in the form of written addenda to the RFQ specifications. Requests for clarification or any questions about information contained in the RFQ should be addressed in writing to The Purchasing Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFQ, before the proposal deadline. No requests or questions will be accepted after **4:30 P.M. Wednesday, August 7, 2013.**

#### 18. CANCELLATION OF RFQ

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

#### 19. SAMPLES

All qualified proposers may be requested to submit samples.

#### 20. FINANCIAL AND OPERATIONAL INFORMATION

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

21. PAYMENT

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

22. DOCUMENTATION

Please find attached exhibit copies of contract forms that the successful proposer will be required to sign.

23. EXTENSION OF CONTRACT

The City reserves the right to extend the time of any contract resulting from the bid as needed, at the sole discretion of the Purchasing Director.

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

25. The contract will be for a period of September 1, 2013 and ending August 31, 2014.

26. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

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

**SECTION IV: GENERAL TERMS AND CONDITIONS**

1. The contract for this project will be between the City of Somerville and the consultant, and will be administered by the Mayor's Office of Strategic Planning and Community Development.

2. A proposal will remain in effect for a period of 90 calendar days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFQ is canceled, whichever occurs first. The City reserves the right to reject any and all proposals.

3. The City will have the option to cancel the contract provided that written notice is given 30 days prior to the effective termination date.

4. Any changes or additions to consultants or personnel named in the application must be submitted in writing and approved by the City.

5. Included in this RFQ is a copy of the Designer Selection Procedures adopted by the City. These procedures are based on the requirements of M.G.L. c 7, section 38K, which governs the selection of designers and construction managers in connection with Massachusetts' municipal public building projects.

6. The City encourages minority firms to apply, and if subcontractors are used, encourages the use of minority subcontractors. The Purchasing Department can provide assistance to firms wishing to identify minority subcontractors.

## SECTION V: INSTRUCTIONS TO OFFERORS

1. **In One Sealed Envelope:** include one (1) original and four (4) copies of the technical proposal marked **“Proposal 14-17, On-Call Engineering Services”** for a total of five (5) copies and **One Sealed Envelope:** include one (1) original price proposals marked **“Price Proposal 14-17, on-call Engineering Service”** must be received by Orazio DeLuca, Contract Manager, City of Somerville, 93 Highland Avenue, Somerville MA 02143 prior to the above bid submission deadline. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Department by the established deadline. It is the responsibility of the applicant to assure proper and timely delivery.
2. All requests for clarification or any questions about information contained in this RFQ must be submitted in writing and addressed to Orazio DeLuca, Contract Manager, City of Somerville, City Hall, 93 Highland Avenue, Somerville, MA 02143. Requests for clarification or questions and responses will be sent to all proposers. All requests for information or questions **must be received by 4:30 p.m. Wednesday, August 7, 2013.** The name, address, telephone number, FAX number and email address of the person to whom such additional information should be sent must be provided by the offeror.
3. Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and result in an automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality.

## SECTION VI: EVALUATION OF THE PROPOSALS

1. **Proposals:** Each offeror must submit a written proposal to this RFQ, which includes full and clear descriptions of evaluation criteria, outlined in Section VIII. A Selection Committee will evaluate each proposal based on these evaluation criteria detailed in Section VIII and Attachment B.
2. **Price Proposal:** Price will not be considered when initially evaluating a proposal. After the finalists have been ranked, the City will enter in price negotiations with the offeror(s). Note that the City intends to aggressively negotiate low overhead and mark-up costs for sub-consultants particularly when the work primarily involves only the sub-consultant.
3. **References:** References will be contacted to determine if the offeror is responsive and responsible. References will be asked about their overall impression of the offeror, quality of work performed, understanding of factors affecting implementation, and the timeliness of the product.
4. **Interviews:** The Designer Selection Committee may interview finalists. Offerors should therefore be prepared to travel to Somerville for this interview with personnel including the Team Leader and additional key personnel who will be working on projects on a day-to-day basis. The City will not assume any travel costs related to these interviews.
5. **Award of Contract:** The City may award a contract to a responsive and responsible offeror. The City reserves the right to reject any and all proposals if it determines that it is in the best interest of the City to do so.

## **SECTION VII: PROPOSAL SUBMISSION REQUIREMENTS**

1. References: A list of at least three entities, of which two must be in the public sector, for which you have conducted similar design services. Please include the name and telephone number of the contact person at each, the year of the contract, and the nature of the project. These contacts shall serve as references. Also, include no less than three personal references of the key members assigned to the project, also from former clients. Such references will be used to determine an offeror's responsibility. The City reserves the right to use itself as a reference.
2. Resumes of key staff who will be assigned to project, with a description of responsibilities.

### **Other Requirements**

Somerville Living Wage Ordinance – Proposer must agree to conform with Somerville's Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living Wage Ordinance Form.

Certificate of Good Standing – The selected Proposer must provide the City with a current "Certificate in Good Standing: from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this RFQ.

Signature Form – must be completed by the proposer.

Quality Requirements Form – must be completed by the proposer.

Certificate of Signature Authority – must be completed by the proposer.

The City of Somerville may opt to utilize the services of an attorney not affiliated with the service provider.

## **SECTION VIII: EVALUATION CRITERIA**

The purpose of information requested in this section is to assist the City in evaluating the offeror's overall qualifications, including its methodologies technical abilities, financial stability, and previous experience and qualifications of individual members of the Project Team and the proposed consultants. Without limiting the generality of the foregoing, the City will evaluate the following:

1. Experience demonstrated by the proposed project team in designing similar public and private projects as outlined in the scope of services.
2. Quality of work, as determined by information on other public and private projects on which the firm and the personnel has worked. The offeror should provide detailed information about previous projects that are similar to work proposed in this scope of services.
3. Professional qualifications: The Project Team has the requisite knowledge and experience as outlined in Section I . In addition, the relevant personnel on the team have the professional licenses and urban design expertise required to execute this project.

4. Quality of references: The consultant should provide at least three references who should be able to comment substantively and positively on their experiences with the consultant. The City reserves the right to use itself as a reference.
5. Capacity and Timeliness: The project team appears to have the capacity to undertake this project in a timely manner.
6. Responsiveness to Scope of Services. The Project Team has demonstrated that it understands the requirements of the scope and has proposed a strategy for carrying out the work effectively.

<b>QUALITY REQUIREMENTS</b>	<b>YES</b>	<b>NO</b>
As a Vendor are you capable of providing the On-Call Engineering Services, as described in the project summary?		
Have you identified your Project Team, with a list of members and included their resumes?		
Has the Vendor five (5) or more years of experience in providing similar On-Call Engineering Consultant services to other communities?		
Has the Vendor supplied a reference form with three entities, of which at least two are in the public sector, where they conducted similar consultant services?		
Optional: Has the Vendor stated: if they are a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

**Please respond to the above questions and include with your proposal documents**

## **REQUEST FOR QUALIFICATIONS**

### **On-Call Engineering Services**

#### **(for non-building projects)**

#### **City of Somerville, MA**

The City of Somerville, Massachusetts (City) is seeking to engage the services of qualified professional engineering consulting firms with demonstrated expertise and experience in various civil engineering disciplines to provide high quality professional services in a timely, cost effective manner. Services will be requested on an “as needed” basis for tasks in various civil engineering disciplines involving design of small public works projects that are presented for City approvals.

### **Overview**

This Request for Qualifications (RFQ) is intended to provide consultants with a common, uniform set of instructions to guide them through the development of their qualifications. The RFQ is in compliance with Chapter 30B of the Massachusetts General Law (MGL).

Terms used and conditions imposed in this RFQ are not intended to imply or denote a particular consultant nor are they to be construed as restrictive in any way.

In responding to this RFQ, consultants must follow the prescribed format, where specified, and use the included forms, where provided. By doing so, each consultant will be providing the City with information comparable to that submitted by other consultants and thus be assured fair and objective treatment in the City’s review and evaluation.

### **Scope**

The City seeks to establish a short list of qualified consultants capable of providing “on-call” professional engineering services on an “as needed” basis for various assignments, including but not limited to:

- Engineering services for the design of utility infrastructure improvements for water distribution, wastewater and storm water systems, including survey, plan preparation, design, permitting, bid document preparation and other assistance, as requested.
- Streetscape, transportation and traffic engineering for design of various public works roadway, sidewalk and intersection improvement projects. Projects may include accessibility improvements as required by ADA/AAB regulations.
- Land survey services, including property and topographic surveys, as necessary in conjunction with any design tasks to be assigned.
- Geotechnical engineering services including soils and materials testing as necessary in conjunction with any design assignments to be assigned.
- Assignments under this contract could have duration periods of a few days to several months depending on the services requested.

The City intends to select multiple on-call consulting firms to establish a list of qualified consultants for specific project assignments based on the engineering disciplines needed for each assignment.

➤ *Fee for each assignment will be individually negotiated and is anticipated to be between \$40,000 & \$60,000. Yearly cap for total contract(s) value is \$300,000.*

### **Available Information and Resources**

The following resources will be made available for use by any of the consultants that are selected through this RFQ process:

1. GIS Maps and Data
2. Plans of roadway construction, layouts, utility as-built plans, profiles and any available records will be made available as needed.

### **Somerville Vital Statistics**

Road Miles:	public: 94
	private: 11
Sidewalk Miles:	200



Water Main Miles:	125	
Hydrants:	1350	
Watergate Valves:	3000	
Sewer Miles:	CSS: 68	
	SSS: 62	
	SD: 35	
Drain System:	Catch basins:	2814
	Drain Manholes:	264

### **Submission of Qualifications**

Each consultant must furnish all requested information in the formats specified by the RFQ. Promotional and/or advertising materials are not wanted and will not be considered as meeting any of the requirements of this RFQ.

Each submittal must include a letter of transmittal containing the signature of an authorized representative of the prime consultant and not more than two individuals authorized to negotiate and sign a contract with the City on behalf of the prime consultant. The transmittal letter should not exceed two pages in length. The cover letter shall contain a statement that the Consultant has read, understands, and will comply with the requirements and conditions contained in this RFQ.

The Consultant shall state its understanding of this solicitation and on call contracts in clear, succinct terms. Consultant shall state interest for consideration in which of the following disciplines:

- Roadway Design
- Traffic Engineering
- Geotechnical Engineering
- Pavement/Asset Management
- Structural Assessment (Retaining walls, etc.)
- Water/Wastewater/Storm Water Systems Design
- Storm Water Management- Survey

The City of Somerville RFQ has been structured to comply with all applicable Massachusetts General Laws. All respondents to the RFQ must ensure that the submittal is received by the Purchasing Department by the date and time specified herein or automatically be disqualified. One bound Original and four (4) bound copies must be in a sealed envelope, marked with the Company Name, RFQ Number and the Time and Date of the RFQ opening. All questions must be submitted in writing, via email, to the City's Contract Manager, at [odeluca@somervillema.gov](mailto:odeluca@somervillema.gov). Verbal responses by City staff or others are not valid. Submitters must submit all questions in writing to the contract manager prior to the submission deadline. A response to all questions submitted in writing will be provided in the form of an RFQ Addendum to all bidders of record. In order to facilitate this process, questions and responses will be transmitted by fax and/or email.

The evaluation process will review all submittals and make a formal recommendation to the City's Contract Manager. The Procurement Analyst will serve as the contract administrator on behalf of the City and issue the contract awards and contract. The City reserves the right to award multiple contracts via this RFQ. The formal recommendation will be made based on review and consideration of the submitter's qualifications, experience, references, assigned staff and capacity. Although interviews are not specifically being scheduled, the City reserves the right to request interviews in order to clarify any items and/or questions relating to a submittal. The City also reserves the right to reject any or all RFQ's or waive any minor informality's if it is deemed to be in the best interest of the City.

#### **Certification of Non-Collusion and Tax Attestation Form**

All proposers wishing to submit bids must sign the attached forms, which incorporate both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. The signed forms must be submitted with the bid package. Failure to sign and or not submit the forms will invalidate the submitted bid.

The point of contact for this RFQ is Orazio DeLuca, Contract Manager. Any written correspondence regarding this RFQ, including submittal of this RFQ, shall be submitted to:

Purchasing Department

City of Somerville

City Hall

93 Highland Avenue

Somerville, MA 02143

Delivery will be at the Consultant's expense. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Consultant.

### **Minimum Submission Requirements**

#### **1. Qualifications**

##### **A. Corporate Profile (including all sub-consultants)**

This Section shall include a description of the Consulting Firm and any anticipated sub-consultants, if needed. The roles of the sub-consultants shall be clearly stated. The Consultant should describe its teams overall capability to meet its commitment to successfully undertake assignments.

##### **B. Prior Project Experience**

- I. A list (minimum of three) of similar relevant projects performed for municipalities in Massachusetts within the past five years, and any ongoing projects, listing client contacts that can speak knowledgeably about the Consultant's abilities, experience and skills. The list must include client name, address, name of contact person, position and telephone numbers, with a brief description of the relevant work performed for each client and highlighting the elements of the projects that are similar to this RFQ. Each sub-consultant shall provide at least three client contacts. The submittal evaluation team, at its discretion, may request further references to clarify specific claimed experience.
- II. Documentation to support the Consultant's ability to provide the necessary services, including resumes and specific related experience and qualifications of the proposed technical team members.

III. Documentation to demonstrate knowledge and experience on similar projects requiring conformance with Massachusetts DEP and MassDOT policies, general engineering practices, and all other federal, state and local regulations.

IV. Documentation, where applicable, to support that the Consultant meets the minimum requirements as specified in the Minimum Evaluation Criteria.

C. Project Staffing

Each Consultant must demonstrate expertise and available staff to be assigned to the project. It is expected that a Project Manager will be assigned as liaison with the City and who shall attend various meetings with City boards and staff. The names and resumes of key personnel to be assigned to this project must be provided as follows:

I. The name(s) of the individual(s) who will:

- a. Serve as Project Manager and the technical team to be assigned, with specific information on individuals' roles in the project.
- b. Be responsible for the delivery of any work product or report, including any presentations.

D. Statement of Qualifications

Provide information describing the Consultant and sub-Consultant firms as a team and for each of the individuals named in response to the previous item, their qualifications and work experience where on-call services comparable in size and scope to those in this request were performed in other Massachusetts communities in the past five years. In particular, the City is interested in understanding if the personnel proposed for this project works on any of the projects used as references.

**2. Required Signature Pages, Tax Compliance Certification and Certificate of Non-Collusion, Corporate Vote and Signature Page.**

### **Clarification of Submittals**

The Consultant of any submittal may be required to discuss or clarify the submittal with the City any time during the evaluation and selection process.

### **Evaluation of Qualifications Submittals**

The Evaluation Criteria are contained in attachments to be submitted with the submittal:

- Minimum Criteria, which must be met by proposers in order to be considered responsive.
- Comparative Evaluation Criteria, which will be applied to responsive proposers who have met the Minimum Criteria.

An evaluation committee will first examine all submittals for acceptability and comparison to the Minimum Criteria. Any submittal determined to be non-responsive to any of the Minimum Criteria of this RFQ will be disqualified without further evaluation. The committee may determine that the non-responsiveness is not substantial and can be clarified, as provided in the above paragraph. In such cases, the committee may allow the proposer to make minor corrections.

Subsequently, the evaluation committee will examine all submittals that meet the minimum criteria in comparison to the comparative evaluation criteria. Each submittal will be ranked based on the comparative evaluation criteria.

The evaluation committee may request interviews with the project leader identified by the Consultant as part of the evaluation process or prior to awarding the contract. After opening and reviewing all submittals, and following any interviews, the evaluation committee will decide on the successful consultant for contracting with the City. The evaluation committee reserves the right to require clarifications of any submittals.

### **Rejection of Submittal**

The City reserves the right to reject any and all submittals received in response to this RFQ. A Consultant's submittal may be rejected if the Consultant:

1. Fails to adhere to one or more of the provisions established in this RFQ;
2. Fails to submit its submittal at the time or in the format specified herein or to supply the minimum information requested herein;
3. Fails to meet the minimum criteria as specified in this RFQ;
4. Fails to submit its submittal to the required address on or before the specified submission deadline;
5. Misrepresents its services or provides false information in its submittal, or fails to provide material information;
6. Fails to submit a signed non-collusion and tax attestation form with their submittal.

### **Consultant Selection**

Following the procedures previously described, the City will make a decision regarding selection of the Consultants with whom it wishes to enter into a contract. The supplier of these services will be selected based upon weighing the relative merits of submittals by competing Consultants, taking into consideration the submittals' relative merits.

Submittal will be evaluated upon the basis of the Minimum Qualifications, the Evaluation Criteria for Selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The ranked submittals will be further reviewed and evaluated, including reference checks. This further review and evaluation may include interviews or the opportunity for the respondents to provide additional information to the City.

There is no specific page limit for this RFQ, however, submitters are asked to keep their submittals as succinct as possible. Additionally, while the City is not asking for prices at this time, the City reserves the right to request an hourly rate table of your proposed staff prior to making a final recommendation. Said hourly rate table will become part of the Standard Contract with the Consultant.

The City reserves the right to request further information from the three highest ranked applicants for each category.

The City reserves the right to select the number of firms it feels will perform the services in a manner that is in the best interests of the City for specific projects. The City of Somerville reserves the right to reject any or all Qualifications submittals, to omit any item or items called for, or to accept the Qualifications deemed in the best interest of the City.

### **Uniform Submittals**

To enable the City to perform a fair, comparative analysis and evaluation of qualifications, it is desired that a uniform format be employed in structuring each submittal. The required format is specified earlier under “**Minimum Submission Requirements**” in this RFQ.

### **Consultant’s Examination of the RFQ**

Consultants must examine all information and materials contained in and accompanying this RFQ. Failure to do so will be at the Consultant’s risk. This will include, but not limited to, all relevant state and federal laws and regulations.

#### **Responsibilities of the Consultant**

The successful proposer will be considered as the “Consultant” and will be required to assume total responsibility for the completion and delivery services offered in this submittal.

The City will consider the successful proposer to be the sole point of contact with regard to all contractual matters, including performance or service of sub-consultants, unless otherwise stated.

Prior to final selection, Consultants may be required to submit any additional information, which the City may deem necessary to determine the Consultant’s qualifications to respond to the RFQ.

### **Open Procurement**

1. The Consultant shall include any latitudes, prohibitions or limitations placed on the provision of services presented in the Consultant’s submittal. If some services cannot be provided as specifically provided for in the RFQ, this should be stated. The objective is to clarify all procurement options.

2. The City reserves the right to accept or reject any or all submittals in whole or in part.

### **Execution of Contract**

1. Upon the acceptance of each selected Consultant's submittal, the City will incorporate into its Standard Contract, appropriate specifics for this procurement and submit the contract to the successful Consultant for signing. In the event that the selected Consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract for the City, the City may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the Contract which is to be entered into by the City and the selected Consultant(s) pursuant to this RFQ will be:
  - a. All of the information presented in or with this RFQ and the Consultant's response thereto, and
  - b. All written communications between the City and the successful Consultant whose submittal is accepted.
3. Before a contract may be executed by the City, each selected Consultant will be required to provide:
  - a. Workers' Compensation Insurance as required by the current laws of the Commonwealth of Massachusetts and Employer's Liability Insurance with Statutory Limits.
  - b. Comprehensive General Liability insurance policy with the following limits of coverage: Bodily Injury: One Million Dollars (\$1,000,000) each person/each occurrence; Property Damage: One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) General Aggregate per project.
  - c. A Comprehensive Automobile insurance policy with the following limits: Bodily Injury: One Million Dollars (\$1,000,000) each person/each occurrence; or a Combined Single Limit of One Million Dollars (\$1,000,000) and Property Damage; One Million Dollars (\$1,000,000) each occurrence, or a Combined Single Limit of One Million Dollars (\$1,000,000) for owned, hired and non-owned autos.



- d. Professional Liability Insurance covering claims arising out of errors, omissions and acts by Consultant in rendering professional services, in the amount of One Million Dollars (\$1,000,000).
- e. Umbrella Excess Liability coverage in the amount of One Million Dollars (\$1,000,000) over all Liability Insurance.
- f. Indemnification to indemnify and hold harmless the City of Somerville in the performance of the Services under this Agreement.
- g. Federal Taxpayer Identification number (FID).
- h. All of the insurance must be issued by an insurer licensed, authorized and maintaining an office to do business in the Commonwealth of Massachusetts.
- i. The City of Somerville is to be named an additional insured on the above policies.

#### **No Assignment**

Assignment by a successful Consultant to any third party of any Contract based on the RFQ or any monies due shall be absolutely prohibited and will not be recognized by the City unless approved in advance by the City in writing.

#### **Confidentiality**

Under the Massachusetts General Laws, the City cannot assure the confidentiality of any materials or information that may be submitted by a Consultant in response to this RFQ. Thus Consultants who choose to submit confidential information do so at their own risk.

#### **Length of Contract**

The initial term of the Contract shall be for one year, from September 1, 2013 to August 31, 2014, with two (2), one year options to renew. However, the City of Somerville, at its sole option, may choose to exercise the renewal years.

### **Rights to Submitted Material**

All submittals, response inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Consultants shall become the property of the City when received.

### **Non-Discrimination in Employment and Affirmative Action**

1. The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Consultant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1); and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the Consultant of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the Consultant agrees to cooperate with MCAD in the investigation and disposition of complain or claim.
3. In the event the Consultant's non-compliance with the provisions of this section, the City shall impose such sanctions, as it deems appropriate, including by not limited to the following:
  - a. Withholding of payments due the Consultant until the Consultant complies; and
  - b. Termination or suspension of any Contract or Agreement pursuant to this RFQ.

### **Force Majeure**

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. But the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this Section, provided that

the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

### **ATTACHMENTS**

- A. Minimum Criteria
- B. Comparative Evaluation Criteria
- C. Certificate of Non-Collusion/Good Faith & Tax Attestation Form – to be signed and submitted with proposal
- D. Corporate Vote Form – to be signed and submitted with proposals
- E. Signature Page – to be signed and submitted with proposal
- F. Sample Contract

**ATTACHMENT A**  
**MINIMUM CRITERIA**

In order to provide the services required, it is essential that the Consultant meet the following minimum criteria:

1. Project Manager/PIC must be a Massachusetts Registered Professional Engineer licensed in the appropriate discipline.
2. Project Manager/PIC must be experienced in all aspects of the appropriate engineering discipline.
3. Project Manager/PIC must have experience working in Massachusetts providing engineering services on Municipal projects.

Justification of the above minimum requirements must be included in the Minimum Submission Requirements.

## **ATTACHMENT B**

### **COMPARATIVE EVALUATION CRITERIA**

In order for a Consultant's Submittal of Qualifications to be considered the Consultant must meet all Minimum Criteria outlined in Attachment A.

The following ratings will be applied to the Comparative Evaluation Criteria:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

1. The responses from the Consultant's 5-year client list give a favorable response as to performance on previous municipal projects.

- ❖ Highly Advantageous: 100% to 90% of all clients gave a favorable response as to performance.
- ❖ Advantageous: 94% to 85% of all clients gave a favorable response as to performance.
- ❖ Not Advantageous: 84% to 75% of all clients gave a favorable response as to performance.
- ❖ Unacceptable: less than 75% of all clients gave a favorable response as to performance.

2. Statement of Understanding and Experience

- ❖ Highly Advantageous: Consultant's understanding is fully supported by past experiences, well thought out, concise and related to this RFQ.
- ❖ Advantageous: Consultant's understanding is supported by some past experiences, reasonably well thought out and concise.
- ❖ Not Advantageous: Consultant's understanding is supported by few past experiences, somewhat thought out and concise.

- ❖ Unacceptable: Consultant's understanding is not supported by past experiences, not well thought out nor concise.

### 3. Project Manager/PIC:

- ❖ Highly Advantageous: Project Manager or Principal in Charge has at least 20 years of related experience and has been involved in more than five (5) other municipal projects in similar size, type and scope.
- ❖ Advantageous: Project Manager and Principal in Charge have at least 15 years of related experience and have been involved in three (3) to five (5) other municipal projects in similar size, type and scope.
- ❖ Not Advantageous: Project Manager and Principal in Charge have at least 10 years of related experience and have been involved in less than three (3) other municipal projects in similar size, type and scope.
- ❖ Unacceptable: Project Manager and Principal in Charge have no direct experience in other municipal projects of similar size, type and scope.

### 4. Discipline Leaders:

- ❖ Highly Advantageous: Key Discipline Leaders have at least 12 years experience in their respective fields and have been involved in a considerable number of on call contracts for municipalities in Massachusetts.
- ❖ Advantageous: Key Discipline Leaders have at least 8 years experience in their respective fields and have been involved in a considerable number of on call contracts for municipalities in Massachusetts.
- ❖ Not Advantageous: Key Discipline Leaders have at least 4 years experience in their respective fields and have been involved in a considerable number of on call contracts for municipalities in Massachusetts.
- ❖ Unacceptable: Key Discipline Leaders have less than 4 years experience in their respective fields and have been involved in a considerable number of on call contracts for municipalities in Massachusetts.

5. The number of years the Consulting firm has been in business of service related to Consulting Engineering:

- ❖ Highly Advantageous: The proposing firm has a demonstrated track record of at least 20 years providing similar infrastructure services to Massachusetts communities.
- ❖ Advantageous: The proposing firm has a demonstrated track record of 15-20 years providing similar infrastructure services to Massachusetts communities.
- ❖ Not Advantageous: The proposing firm has a demonstrated track record of 10-15 years providing similar infrastructure services to Massachusetts communities.
- ❖ Unacceptable: The proposing firm has a demonstrated track record less than 10 years providing similar infrastructure services to Massachusetts communities.

6. Overall Quality of RFQ Submittal:

- ❖ Highly Advantageous: The Consultant met all submittal requirements and presented an outstanding quality submittal. The submittal clearly defines the roles and responsibilities of all the Consultant's personnel as well as sub-Consultants and the City.
- ❖ Advantageous: The Consultant met all submittal requirements, and presented a good quality submittal. The submittal basically defines the roles and responsibilities of all the Consultant's personnel as well as sub-Consultants and the City.
- ❖ Not Advantageous: The Consultant's submittal met most submittal requirements and provided a fair quality submittal. The submittal was found to be general in nature and did not adequately address the roles and responsibilities of personnel and sub-consultants.
- ❖ Unacceptable: The Consultant's submittal was poor in quality and omitted certain requirements. The submittal was found to significantly deficient.

**ON-CALL ENGINEERING SERVICES  
CITY OF SOMERVILLE  
SEPTEMBER 1, 2013 TO AUGUST 31, 2014**

<b>Direct Labor (by category)</b>	<b>Hourly Rate</b>
<b>Principal</b>	
<b>Project Manager</b>	
<b>Project Engineer</b>	
<b>CAD Operator</b>	
<b>Clerical</b>	
<b>Engineer</b>	
<b>Electrical Engineer</b>	
<b>Mechanical Engineer</b>	
<b>Surveyor</b>	
<b>Other (specify)</b>	

Pricing is to include all costs, including reimbursable costs and costs for sub-consultants, provided however, that no sub-consultant may be employed without the prior written consent of the City. The pricing is to remain the same for the entire contract period.

Company Name: \_\_\_\_\_

Print Name of Person Submitting Price Proposal: \_\_\_\_\_

Signature of Person Submitting Price Proposal: \_\_\_\_\_

Address: \_\_\_\_\_

Tel #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Date: \_\_\_\_\_

ADDENDA #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ **ACKNOWLEDGED**  
Failure to acknowledge receipt of addenda may result in your proposal being rejected.



## 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: [www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://www.sec.state.ma.us/corp/certificates/certificate_request.asp)

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

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

### IMPORTANT NOTICE

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

Thank You,

Purchasing Director

**CITY OF SOMERVILLE  
SIGNATURE FORM**

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

DATE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

\_\_\_\_\_  
\_\_\_\_\_

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: \_\_\_\_\_

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: \_\_\_\_\_

THE PRESIDENT IS: \_\_\_\_\_

THE TREASURER IS: \_\_\_\_\_

THE CLERK/SECRETARY IS: \_\_\_\_\_

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL  
AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A  
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL  
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

## 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. 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

- B. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million each person/each occurrence

Property Damage Liability.....\$ One Million each occurrence  
\$ Two Million Dollars General Aggregate per project.

- C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ One Million each person/each occurrence or a Combined Single Limit of One Million Dollars and Property Damage; One Million Dollars each occurrence, or a Combined Single Limit of One Million Dollars for owned, hired and non-owned autos.

- D. PROFESSIONAL LIABILITY INSURANCE:

Professional Liability Insurance covering claims arising out of errors, omissions and acts by Consultant in rendering professional services, in the amount of \$ One Million Dollars.

- E. Umbrella Excess Liability coverage in the amount of \$ One Million Dollars over all Liability Insurance.

- F. Indemnification to indemnify and hold harmless the City of Somerville in the performance of the Services under this agreement.

- G. Federal Taxpayer Identification number (FID)

- H. All of the insurance must be issued by an insurer licensed, authorized and maintaining an office to do business in the Commonwealth of Massachusetts.

I. The City of Somerville is to be named an additional insured on the above policies.

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

**Certificate Should Be Made Out To:**

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

**Note: If 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.**

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: \_\_\_\_\_



**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 7/1/2013 "Living Wage" shall be deemed to be an hourly wage of no less than \$11.89 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

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

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

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

CITY OF SOMERVILLE

Rev. 06/27/13

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: \_\_\_\_\_

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

CITY OF SOMERVILLE

Rev. 06/27/13

**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 7/1/2013 is **\$11.89** 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.



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

CITY OF SOMERVILLE

Rev. 08/01/12



**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)

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

CITY OF SOMERVILLE

Rev. 08/01/12



**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.

Name	Title

5. Signature: \_\_\_\_\_
- Printed Name: \_\_\_\_\_
- Printed Title: \_\_\_\_\_
- Date: \_\_\_\_\_



## CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE

MAYOR

### Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

---

TIN

---

Signature

---

Printed Name of Person signing

---

Company

---

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143  
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344  
[www.somervillema.gov](http://www.somervillema.gov)



**ATTACHMENT**  
**SAMPLE CONTRACT**

CONTRACT  
BY AND BETWEEN  
THE CITY OF SOMERVILLE ACTING THROUGH  
THE PURCHASING DEPARTMENT  
AND  
VENDOR NAME

Contract No.: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

P.O. No.:

P.O. Amount: \$ \_\_\_\_\_

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

Vendor: Vendor Name  
Address  
City, State, Zip Code  
Phone #

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

AND

**PHONE #**

25

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

## **ARTICLE II. TERM AND/OR DELIVERY**

### **A. Term.**

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

### **B. Delivery (Applicable to Supplies Only).**

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

## **ARTICLE III. PRICE AND/OR COMPENSATION**

### **A. Price (Applicable To Supplies Only).**

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

### **B. Payments.**

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$ \_\_\_\_\_ for Services rendered and/or Supplies received as specified in **Appendix C**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

**C. Invoicing.**

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

**ARTICLE IV. DEFAULT; TERMINATION; REMEDIES**

**A. Events of Default.**

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of its corporate structure; or



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

**B. Termination Upon Default.**

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

**C. Termination For Convenience.**

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

**D. Obligations Upon Termination.**

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

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

**E. Rights and Remedies.**

1. The City shall have the right to:
  - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
  - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
  - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
  - d) pursue remedies under any bond provided; and

- e) pursue such other local, state and federal actions and remedies as may be available to the City.
- 2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
- 3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
- 4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

#### **ARTICLE V. INSURANCE**

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

## **ARTICLE VI. GENERAL PROVISIONS**

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



- M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Notice to Proposers/Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Services

Appendix D – Insurance

Appendix E – Additional Terms & Conditions

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

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

#### **ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR**

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

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: Corporation, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: President (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # [REDACTED]. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subVendor on any public contract.

**ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)**

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

**ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)**

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix E**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.



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

**CITY OF SOMERVILLE**

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

\_\_\_\_\_  
Edward Bean  
City Auditor

\_\_\_\_\_  
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
Angela M. Allen  
Purchasing Director

\_\_\_\_\_  
Stanley Koty  
DPW Commissioner

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Francis X. Wright, Jr.  
City Solicitor

**VENDOR**

Vendor Name

X \_\_\_\_\_  
\_\_\_\_ Signature of Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent of

\_\_\_\_\_  
Title of Authorized Agent of Vendor

\_\_\_\_\_  
Street Address of Vendor

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Tax ID #

**FOR CORPORATIONS ONLY:**

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

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Print or Type Clerk's Name