

**SOLICITATION FOR:**

**Energy Management Partner for Residential Program  
RFQ 15-59**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASED:**

**12/17/2014**

**DUE BY:**

**1/30/2015 at 11:00am EST**

**DELIVER TO:**

**City of Somerville  
Purchasing Department  
Attn: Michael Richards  
93 Highland Avenue  
Somerville, MA 02143**

**Energy Management Partner for Residential Program**  
**RFQ 15-59**  
**PROPOSER'S CHECKLIST**

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

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Acknowledgement of Addenda (if applicable)
- \_\_\_\_\_ Notice to Bidders (from introductory pages of this RFQ – to be signed by authorized signatory of bidder and submitted with sealed bid)
- \_\_\_\_\_ Quality Requirements/Minimum Selection Criteria
- \_\_\_\_\_ Somerville Living Wage Form
- \_\_\_\_\_ Certificate of Non-Collusion and Tax Compliance
- \_\_\_\_\_ Certificate of Signature Authority
- \_\_\_\_\_ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- \_\_\_\_\_ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- \_\_\_\_\_ Reference Form (or equivalent may be attached)
- \_\_\_\_\_ Vendor TIN Certification

NOTICE TO PROPOSERS  
**RFQ 15-59**

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

- SECTION A.                Sealed proposals for: Energy Management Partner for Residential Program
- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **1/30/2015 at 11:00 AM.**
- SECTION B.                Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **12/17/2014.**
- SECTION C.                Bid envelopes shall be clearly marked as follows: "**Bid No: RFQ 15-59 Energy Management Partner**"
- SECTION D.                If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
- SECTION E.                **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F.                Living Wage        - see specifications
- SECTION G.                The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H.                The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
- SECTION I.                The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: \_\_\_\_\_

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

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Tel. No: \_\_\_\_\_ Fax: \_\_\_\_\_

**CITY OF SOMERVILLE MASSACHUSETTS  
SOMERVILLE CITY HALL  
93 HIGHLAND AVENUE  
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR  
ENERGY MANAGEMENT PARTNER FOR RESIDENTIAL PROGRAM  
Bid No. RFQ 15-59**

The City of Somerville has an ambitious goal of reaching a net zero benchmark by the year 2050. Aligning with that goal the city has a goal of reducing our residents' energy consumption by 20% by 2020. Somerville's housing stock is made up of roughly 32,000 housing units and roughly 24,000 of these units are built in a 1-4 family residence. About 67% of this housing stock is rental orientated so we are looking to implement a program that will have a heavy focus on owner occupied and rental 1-4 family homes. The City is seeking a firm or a team of firms with the capabilities necessary to implement a program of energy efficiency improvements to 1-4 family residences, working with the existing MassSave program. Services sought by the energy management partner include but are not limited to: installation of measures, assessment of whole building energy performance, financing, customer service, website creation, utility usage data collection, and data management. The program will include community education, messaging and materials that demonstrate the values of weatherization and should include, but are not limited to mailers, doorknockers, web design, publicizing the program, and illustrating the savings and benefits of participation. The successful respondent will provide complete energy-efficiency management and retrofit services commencing in the spring of 2015 to Somerville residents and property owners of 1-4 family buildings.

The City of Somerville, through its Office of Strategic Planning and Community Development (OSPCD) and Office of Sustainability and Environment (OSE), is soliciting Qualifications Statements and an Implementation Plan for coordinating and financing a residential energy efficiency program for 1-4 family buildings.

The purpose of this Request for Qualifications and Fee (RFQ) is to assist the City of Somerville in:

- 1) Improving energy efficiency in 1-4 family residential buildings;
- 2) Increasing Somerville residents' utilization of available energy efficiency financing for home energy retrofits; and
- 3) Implementing a comprehensive residential energy-efficiency strategy.

## **SECTION 1.0 GENERAL INFORMATION ON BID PROCESS**

### **1.1 General**

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

**Purchasing Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143.**

- Bids submitted must be an original
- **A complete bid consists of all documents listed in Sections 2.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.**
- A complete proposal must also include a cover letter signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. **An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.**
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **12/17/2014** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

### **1.2 Submission Instructions**

Please submit your proposals in a sealed envelope. The envelope is to include one (1) original and three (3) copies of the proposal marked: "RFQ 15-59 Energy Management Partner". Please send

the complete sealed package to the attention of the Michael Richards, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on 1/30/2015**.

Provide one electronic copy of all of the proposal response information for the proposal. Electronic copies are to be submitted on CD-ROM or DVD saved in Microsoft Word or Adobe Acrobat format. ("Read only" files are acceptable). All disks shall be virus checked prior to submission.

### **1.3 Questions**

Questions concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 1/9/2015 @ 4:30pm ET**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mrichards@somervillema.gov](mailto:mrichards@somervillema.gov). Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

### **1.4 Pre-Proposal Conference / Meeting**

Offeror(s) intending on submitting an offer should attend the Pre-Proposal conference. The pre-proposal conference will be conducted on **1/8/2015** at 10:30AM for the purpose of briefing on the proposal requirements, and answering questions regarding this solicitation. Interested parties are highly encouraged to attend the pre-proposal conference. The conference will be conducted at Somerville City Hall in the Aldermen's Chamber.

### **1.5 Bidding Schedule**

#### **Key dates for this Invitation for Bid:**

RFP Issued	12/17/2014
Pre-proposal Conference / Meeting	1/8/2015 – 10:30am ET
Deadline for Submitting Questions to RFP	1/9/2015 – 4:30pm ET
Bids Due and Opened	1/30/2015 – 11:00am ET
Anticipated Contract Award	2/15/2015
Services Commence	3/1/2015
Contract Completion Date	2/28/2018

## **SECTION 2.0**

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

#### **2.1 Background**

The City of Somerville is a participating city in the EE2020 project, an initiative launched in 2010, as an intensive multi-year project to help Massachusetts cities create energy efficiency programs that are financially self-sustaining. The City of Somerville is focused on making an impact by upgrading building efficiency in the residential sector.

The City of Somerville is committed to supporting the efforts of local building owners to improve the efficiency of their buildings. The City has launched an initiative that builds upon the existing MassSave program, currently referred to as the Somerville Residential Energy Efficiency Program (REEP). However, the City recognizes there remain significant opportunities for additional conservation measures to be implemented within the City. Therefore, the City is issuing this RFQ to seek qualified firms and or teams that will be able to provide enhanced opportunities for building owners to improve the energy performance of their buildings. The City understands the barriers which have historically prevented energy efficiency in urban housing, including high transaction costs and split incentives, and is seeking an innovative, ambitious approach to overcome these challenges and achieve substantial energy savings at scale on a city-wide basis.

More information regarding the City of Somerville's energy efficiency program may be found at: [www.somervillema.gov/departments/ospcd/housing/leep](http://www.somervillema.gov/departments/ospcd/housing/leep)

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

The City is seeking to establish a relationship with an Energy Management Partner (EMP) to coordinate energy efficiency retrofits in 1-4 family buildings in Somerville. The EMP may be an individual respondent or a group of respondents who plan to implement the program through a partnership. The EMP will have the opportunity to develop implement, on a large scale, a package of comprehensive energy efficiency retrofits, including but not limited to insulation and heating systems, in existing 1-4 family homes in Somerville. Such "packages" shall include design, implementation and installation of comprehensive energy efficiency measures. The EMP is expected to build on and fully utilize Massachusetts' existing utility weatherization and energy efficiency programs. The City is seeking respondents who can demonstrate the ability to focus on and support the upgrading of the performance of whole buildings rather than limited, lower-cost measures.

The City does not anticipate providing funding to the successful applicant but will co-sponsor this program with the applicant selected as the EMP. The City will actively encourage eligible residents and building owners to participate in the program and install all energy efficiency measures that are economically attractive and/or can be financed by using the MassSave heat loan. The City will work with the electric and gas utilities serving the City to facilitate appropriate co-branding and other coordination to increase the success of the program. The City will work with the EMP to seek any other sources of assistance and any enhancements to utility and other programs that would improve the success of this campaign.

The City will collaborate with the EMP in marketing the program to its residents and building owners. Through its state of the art Constituent Services (311), Communications, and ResiStat offices,

the City will ensure that the program is effectively and extensively communicated to Somerville homeowners and tenants. The City will also work with the successful applicants to analyze the Assessor's Database and other data sources to effectively target outreach to the appropriate building owners and residents.

The City is seeking a respondent, or group of respondents who have formed a partnership, with a plan to address improving the energy efficiency performance of a targeted 3,000 buildings containing more than 5,000 units by 2020. The expectation for the first year is to have at least 130 buildings containing at least 240 units upgraded in 2015 and then increasing annually.

The City is prepared to consider a strategy that emphasizes owner-occupied buildings to some extent in the initial phases of this campaign, but the City's goal is to achieve substantial energy savings for tenants of non-owner occupied homes as well. The City envisions that the marketing and outreach campaign will specifically target landlords and that events and materials will specifically address benefits of energy efficiency for landlords. The City is open to an emphasis on residences with high energy usage but all residences (1-4 family buildings) must be able to participate.

The City is seeking a firm or teams of firms that are capable of installing energy efficiency improvement measures, assessing of whole building energy performance, extremely courteous customer service, intelligent state of the art website creation, utility usage data collection, and logical management of data. The program will include community outreach and educational events. Additionally materials for educational purposes must demonstrate the values of weatherization and should include, but are not limited to mailers, doorknockers, and illustrate the savings and benefits of participation.

Upon selection, the chosen partner will have the opportunity to work collaboratively with the City and its electric and gas utilities and/or other appropriate stakeholders, including local businesses to customize its Implementation Plan to Somerville conditions and to develop a more specific approach and schedule for rolling out a joint marketing campaign and implementing an effective program. The City will assist the EMP to customize these program elements in such a way as to appeal to Somerville residents, and the City retains the right to request other changes during this collaboration. The City will be open to expansion of the scope or scale of the program, or other innovative suggestions by the EMP. For example, if it would improve feasibility, the EMP may recommend other services to offer or other energy users to include in program offerings.

## **2.3 Implementation Plan**

Responses to this RFQ must include an implementation plan identifying how the respondent will carry out the scope identified in this RFQ and achieve the maximum energy savings and other benefits to residents and owners of 1-4 family buildings in Somerville. The City is inviting each respondent to propose a set of services, a business case and service delivery methods through which it can serve the target audience of owners and residences of 1-4 family buildings.

A. the EMP maximizes use of all available subsidies including from the MassSave program to lower the customer's final cost;

B. the EMP encourages building owners to achieve energy savings by replacing heating, hot



water, cooling, roofing and other building systems through a life cycle analysis based on the remaining equipment life, recognizing that energy savings may justify the incremental costs of early replacement if not the entire capital cost.

**Implementation plans should also include:**

1. A schedule for developing and rolling out a marketing and implementation campaign;
2. A strategy on designing a website that has the capacity to track energy reduction, as well as create competitions between various neighborhoods within the city.
3. a strategy to achieve or exceed the 2020 target of reducing energy consumption in 1-4 family homes by 30%; or, justify why the 30% target cannot be achieved, set a different target and explain the strategy to achieve it;
4. A strategy for collecting and managing utility usage data of our residents.
5. An innovative approach to tackling the hurdle of the split incentive challenge.
6. A defined set of improvements to be offered to residents and participants of the program.
7. A commitment to report to the City on a semi-annual basis the number of jobs arising from implementation of the plan and the extent to which Somerville residents gained employment in the program.

**2.4 Vendor Personnel and Capabilities**

The City is seeking a firm or a team of firms with the capabilities necessary to implement a program of energy efficiency improvements to 1-4 family residences as described above. Respondents are to include in the Profile of the Firm all entities that will be involved in the delivery of service, including but not limited to: installation of measures, assessment of whole building energy performance, financing and customer service. Proposals should specify the qualifications and capabilities of respondents to provide these services. A respondent must meet the following criteria:

A. is now, or is capable of becoming, a Home Performance Contractor (HPC), an Independent Installation Contractor (IIC) under the MassSave Home Energy Services program, or capable of engaging with the MassSave program in an alternate way that will meet needs of this initiative in Somerville, including maintaining pricing and service delivery standards as set by MassSave.

**2.5 Period of Performance**

The period of performance for this contract is three (3) years beginning on or about **March 1<sup>st</sup>, 2015** and ending on or about **February 28<sup>th</sup>, 2015**. At the completion of the contract, it is at the City's discretion to request a three year extension of the contract from the Board of Alderman

**2.6 Place of Performance**

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

**2.7 Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the vendor to remove

any vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

## **2.8 Confidentiality**

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

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

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

**SECTION 3.0**  
**RULE FOR AWARD**

The City will award one contract to the responsive and responsible Respondent offering the most highly advantageous proposal based on the evaluation criteria. The contract will be awarded within sixty (60) days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City of Somerville and the respondent deemed as the most highly advantageous by the evaluation committee.

## **SECTION 4.0 SELECTION PROCESS**

A Technical Advisory Committee (“Committee”) shall be formed, including staff from the Purchasing Department, Office of Strategic Planning and Community Development, Office of Sustainability and Environment and other representatives as needed. The Committee will review all responses and final selection will be based upon an evaluation and analysis of the information and materials required under the RFQ. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. The Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Not Acceptable to the comparative evaluation criteria.

The Committee shall evaluate the information provided to determine whether a respondent is “qualified,” that is, whether the respondent has the capability, reliability, and experience to perform. The Committee may request additional information of any and all respondents in writing and to use that information in determining whether a proposer is qualified. The City will not award a contract or contracts except to responsive and responsible eligible proposer(s). Before awarding the contract(s), the City may request additional information from the proposer to insure that the proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met. The City may schedule interviews with all responsive and responsible proposers.



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Purchasing**  
**JOSEPH A. CURTATONE**  
**MAYOR**

## **Comparative Evaluation Criteria**

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

### **Factor 1: Relevant experience of RFQ respondent and/or proposed staff:**

<b>Highly Advantageous</b>	The respondent has at least five (5) years of experience working with municipalities on engagements of similar size and scope.
<b>Advantageous</b>	The respondent has at least three (3) years of experience working with municipalities on engagements of similar size and scope.
<b>Not Advantageous</b>	The respondent has less than three (3) years of experience working with municipalities on engagements of similar size and scope.

### **Factor 2: Resource plan and methodology:**

<b>Highly Advantageous</b>	The plan of services details available resources and proposes a detailed, logical, and highly efficient scheme for completing the scope of services and addresses all of the required issues.
<b>Advantageous</b>	The plan of services proposes a credible scheme for completing the scope of services and addresses all of the required issues.
<b>Not Advantageous</b>	The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to complete the scope of services and address all of the required issues.

### **Factor 3: Demonstrated ability to complete similar undertakings on a timely basis:**

<b>Highly Advantageous</b>	All of the respondent's references indicate that the services provided to homeowners and tenants were completed on schedule or with minimal, insignificant delays.
----------------------------	--

<b>Advantageous</b>	Only one (1) of the respondent 's references indicates that the services provided to homeowners and tenants were completed with substantial delays attributable to the respondent, and no current engagement(s) or engagement completed in the last three (3) years experienced substantial delays attributable to the respondent.
<b>Not Advantageous</b>	Two (2) of the respondent 's references indicate that the services provided to homeowners and tenants were completed with substantial delays attributable to the respondent, and no current engagement(s) or engagement completed in the last year experienced substantial delays attributable to the respondent.
<b>Unacceptable</b>	More than two (>2) of the respondent's references indicate that the services provided to homeowners and tenants were completed with substantial delays attributable to the respondent.

**Factor 4: Evaluation of the respondents proposed "Implementation Plan" for the scope of services:**

<b>Highly Advantageous</b>	The proposal contains a clear and comprehensive plan that addresses all of the objectives stated in the RFQ.
<b>Advantageous</b>	The proposal contains a clear plan that addresses most of the objectives stated in the RFQ.
<b>Not Advantageous</b>	The proposal does not contain a clear plan that addresses the objectives stated in the RFQ.

## **SECTION 5.0 FORMS**

### **5.1 Required Submissions (included with response)**

**5.1.1** Proposers Checklist

**5.1.2** Reference Sheet

**5.1.3** Non-Collusion & Tax Compliance Form

**5.1.4** Certificate of Signature Authority

**5.1.5** Somerville Living Wage Ordinance Form

**5.1.6** Vendor TIN Certification Form

### **5.2 Required Submissions (to be provided post award)**

**5.2.1** Certificate of Good Standing: The **awarded vendor** must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this solicitation.

**5.2.2** Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within

## **REFERENCE FORM**

Bidder: \_\_\_\_\_

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

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

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

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

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

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

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

\_\_\_\_\_ Email:\_\_\_\_\_

Description and date(s) of supplies or services provided:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

CITY OF SOMERVILLE

Rev. 08/01/12



## **Non-Collusion Form and Tax Compliance Certification**

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

### **A. NON-COLLUSION FORM**

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

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

**Signature:** \_\_\_\_\_  
(Individual Submitted Bid or Proposal)  
Duly Authorized

**Name of Business or Entity:** \_\_\_\_\_

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

### **B. TAX COMPLIANCE CERTIFICATION**

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

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

**Name of Business or Entity:** \_\_\_\_\_

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

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



## **Certificate of Authority (Corporations Only)**

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

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

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

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

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

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

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

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

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

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_  
**(Date Must Be on or after Date Officer Signed Contract/Bonds)**



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

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

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

\_\_\_\_\_,  
(Complete Name of Limited Liability Company)

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

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.
3. The LLC is managed by (**check one**) a     Manager or by its     Members.
4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
  - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
  - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
  - that no resolution, vote, or other document or action is necessary to establish such authority.

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

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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



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

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

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

**Definition of "Living Wage":** For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than \$12.05 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. 06/10/14

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

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

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

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

**CERTIFIED BY:**

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

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

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

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

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of **7/1/2014** is **\$12.05** 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.



## 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



## **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



## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

**Certificate Should Be Made Out To:**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

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

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

AUTHORIZED REPRESENTATIVE

## **SECTION 6.0 INSTRUCTIONS TO OFFEROR**

### **6.1 General Information & Submission Instructions**

#### **6.1.1 Bid Delivery**

Responses must be delivered by **1/30/2015 at 11:00am ET** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143. Three (3) copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

#### **6.1.2 Evaluation Methodology**

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the Comparative Evaluation Criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the Comparative Evaluation Criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

### **6.2 Proposal Format**

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist in the order that they appear.

In response to this RFQ, the respondent shall include the following documentation and information. Respondents shall submit one original plus three (3) copies and one DVD including:

- 1) Transmittal Letter on Company Letterhead signed by an Authorized Official.

- 2) Profile of the Firm, including but not limited to:
  - Ownership and Corporate Structure
  - Capabilities to perform the services described herein
  - Experience in similar undertakings.
- 3) Resumes of key employees assigned to this engagement.
- 4) References from three (3) or more entities for whom those involved in this engagement have worked in similar undertakings, including name, address, telephone number and e-mail address of contact persons. The City of Somerville reserves the right to use ourselves as a reference.
- 5) An Implementation Plan as described herein identifying how the respondent will carry out the scope identified in this RFQ and achieve the maximum energy savings and other benefits to residents and owners of 1-4 family buildings in Somerville.
- 6) Any other information relevant to the RFQ and this engagement. The City of Somerville will find other information about the Respondent useful. The information supplied here does not lend itself to quantitative comparison analysis; however, it can be invaluable in understanding the Respondent's business philosophy.
- 7) Additionally, the proposal shall include a statement regarding the participation of Minority Owned Enterprises (MBE) and Women Owned Business Enterprises (WBE) in the proposed project. The City strongly encourages active and meaningful involvement of MBE's and WBE's.

#### **6.2.1 Cover Letter**

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands of the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

#### **6.2.2 Qualifications & Experience**

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

#### **6.3 Estimated Quantities**

The City of Somerville has provided estimated quantities for services over the course of the

contract period. These estimates are estimates only and not guaranteed.

#### **6.4 Bid Signature**

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

#### **6.5 Time for Bid Acceptance**

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

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

#### **6.6 Hours of Operation**

The awarded Vendor shall schedule his working hours to coincide with the working hours of the City. The normal working hours are 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

##### **6.6.1 Holidays**

Holidays are as followed:

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

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

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

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

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

### **6.6.2 Inclement Weather Days**

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the City POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

### **6.6.3 Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

### **6.7 Changes & Addenda**

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

### **6.8 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

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

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

### **6.10 Unbalanced Bids**

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

### **6.11 Contract Term Length**

The contract will remain in effect for **three (3) year**, from on /about 3/1/2015 to on/ about 2/28/2018.

#### **6.12 Cancellation**

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

#### **6.13 Questions About the Solicitation**

Questions concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 1/9/2015 @ 4:30pm.** Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mrichards@somervillema.gov](mailto:mrichards@somervillema.gov). Written responses will be mailed or faxed to all bidders on record as having picked up the RFP. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

## **SECTION 7.0 GENERAL TERMS & CONDITIONS**

### **7.1 Indemnification**

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

### **7.2 Insurance**

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

### **7.3 Independent Contractor**

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

### **7.4 Complete Agreement**

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

### **7.5 Assignment**

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

### **7.6 Subcontractors**

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



## **7.7 Governing Law**

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

## **7.8 Enforceability**

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

## **7.9 Conflict of Interest**

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

## **7.10 Termination**

### **7.10.1 For Cause**

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

### **7.10.2 Termination for Convenience**

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

### **7.10.3 Contractor's Duties Upon Termination For Convenience**

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

### **7.11 Discrimination**

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

### **7.12 Interpretation of Specification / Terms**

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to Michael Richards, Contract Manager, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: [mrichards@somervillema.gov](mailto:mrichards@somervillema.gov). Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline. No requests or questions will be accepted after **1/9/2015 at 4:30 P.M.**

### **7.13 Withdrawal or Modification of Bid Response**

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

### **7.14 Financial and Operational Information**

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

### **7.15 Payment**

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

### **7.16 Extension of Contract**

The City reserves the right to extend the time of any contract resulting from the bid as needed

and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

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

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

#### **7.17 Laws and Regulations**

This procurement is not subject to Massachusetts General Laws Chapter 25A or 30B. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.