

SOLICITATION FOR:

REQUEST FOR QUALIFICATIONS

RFQ # 17-69 HeatSmart/CoolSmart Somerville Program



CITY OF SOMERVILLE, MASSACHUSETTS

Release Date: May 30, 2017
Questions Due: June 6, 2017 by 12 p.m. EST
Qualification Statements Due: 4 p.m. June 20, 2017

Deliver completed statements of qualification to:

City of Somerville
Purchasing Department
Attn: Thupten Chukhatsang
Procurement Analyst
tchukhatsang@somervillema.gov
93 Highland Avenue
Somerville, MA 02143

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I. INTRODUCTION

A. Overview

The City of Somerville (“Somerville”) is releasing this request for qualifications (RFQ) for cold-climate air source heat pumps (“ASHP”) installers (“Installers”) to participate in the 2017 HeatSmart/CoolSmart (“HS/CS”) Somerville Program (“Program”). Somerville will implement a campaign from July-November 2017 that seeks to drive community adoption of ASHP installations through a community group purchasing and outreach model in order to promote the adoption of clean heating and cooling technologies that can reduce greenhouse gas emissions.

Somerville is seeking statements of qualifications from multiple installers who can provide ASHP installations to residents and businesses through the Program. It is expected that customers who purchase an ASHP system under the Program will receive discounted pricing from participating installers. Somerville will aggregate leads in an efficient manner to reduce the cost of customer engagement and acquisition for installers with the goal of ensuring installers can offer transparent, below-market installation pricing to customers. It is anticipated that Somerville will set goals of 200 leads and 100 installations for the Program.

The partnership between the City and an installer will finish at the end of the campaign (November 2017, date subject to change). All contracts must be signed by program close, though contracted installations may occur up to one year after the contract’s signing date. Installers will be required to provide weekly reports on the status of contracts that have been signed but not yet installed until they are all resolved.

In addition to the HS/CS Program, the City will integrate the selected Installers into an existing program that provides financial support to low-income residents for heating systems. Income-eligible residents who sign up to participate in the HS/CS Somerville program will be provided additional support through the City’s Home Rehab program.

The purpose of this RFQ is to select a group of Installers who can provide ASHP installation services to Somerville residents and businesses. Installer qualifications, quality of the statement of qualifications, proposed equipment, proposed pricing, ability to directly support customer outreach, previous performance and record of customer service, certifications, and reference checks will be factors in the selection process.

B. Program Description and Goals

The City of Somerville aims to be a national leader in combating climate change, having set ambitious goals for reducing greenhouse gas (GHG) emissions, increasing deployment of renewable energy and energy efficiency technologies, and improving access to these technologies to promote equity across the population. Building off of a successful 2016 Solarize campaign and home energy efficiency outreach program, Somerville has developed the HeatSmart/CoolSmart program to drive reductions in thermal energy emissions and provide opportunities for energy savings and home comfort to residents.

HS/CS Somerville will be led by municipal staff, local volunteers, supporting partners, and competitively-selected Installers to implement a community group purchasing, outreach, and education campaign on behalf of the community. Through the Program, Somerville seeks to:

- Increase education and awareness of ASHPs and associated benefits
- Increase adoption of ASHPs in local homes and businesses
- Reduce installation costs associated with ASHPs
- Reduce GHG emissions to support Somerville's goal of becoming a net-zero carbon emitter by 2050
- Increase awareness of the role of thermal energy consumption in contributing to GHG emissions

All systems installed through the Program must be cold-climate air source heat pumps. For purposes of this program, cold-climate air source heat pumps are defined as central and mini-split (ductless or ducted) ASHPs:

- Certified by the **Northeast Energy Efficiency Partnerships (NEEP)** Cold Climate Air-Source Heat Pump Specification (<http://www.neep.org/initiatives/high-efficiency-products/emerging-technologies/ashp/cold-climate-air-source-heat-pump>)
- Listed as Qualifying Equipment under the **Massachusetts Clean Energy Center (MassCEC)** Clean Heating & Cooling Program – Small-Scale Air-Source Heat Pump Program (<http://files.masscec.com/get-clean-energy/business/clean-heating-cooling/ASHPPProgramManualSmallScale.pdf>); and
- Meeting the relevant efficiency requirements for rebates under the **Mass Save** Mini-Split Heat Pump (<http://www.masssave.com/en/residential/heating-and-cooling/cooling-equipment-rebates/mshp>) and Central Heat Pump (<http://www.masssave.com/en/residential/heating-and-cooling/cooling-equipment-rebates/cac>) rebate programs

Somerville will integrate the Program and selected Installers (and information regarding ASHPs more broadly) into Somerville's existing energy efficiency-related outreach program (i.e. Somerville Energy Efficiency Now!) and leverage existing outreach partnerships to publicize the program—e.g. through email campaigns, social media, traditional media, etc. Selected Installers will be expected to support these outreach efforts. Price reductions will be achieved through economies of scale by aggregating ASHP projects and by reducing customer acquisition costs.

Somerville will also receive technical assistance from Meister Consultants Group (MCG) to evaluate proposals and support Program design, implementation, and evaluation.

C. Customer Acquisition

The Program aims to drive deployment of ASHP systems in Somerville homes and businesses. Prospective customers will have the opportunity to sign up to work with any of the selected Installer(s) at in-person events or through an online intake form hosted on the City website. Customers will be encouraged to select one or more Installers to work with (i.e. through signing up directly with the installer at an event or selecting the Installer on an online intake form) to reduce customer acquisition costs to installers, though customers may request quotes from multiple selected Installers if they so choose (or may otherwise receive quotes from all participating Installers if they indicate no preference).

In addition to this customer acquisition pathway through the HS/CS website and in-person events, the City will be enabling low-income residents who sign up through the Program to utilize the City's Home Rehab Program to receive financial support. The pathways for how leads will be disseminated for customers who receive support from this program will differ from the standard pathway and is described below:

The Somerville Home Rehab program provides deferred loans to Somerville homeowners with household incomes that do not exceed 80% of the area median income. Customers who are eligible for the Home Rehab program will have their leads provided directly to City-staff who will verify eligibility and provide the customer with next steps. Eligible customers seeking to receive support through the Home Rehab program will be required to then request at least three quotes from installers and provide them to City-staff for evaluation, who will support the customer in selecting an installer to proceed. These customers will be provided with the list of Installers selected for the HS/CS program, but may opt to request quotes from other installers.

D. Funding

No direct funding will be provided to Installers by the City as part of this RFQ. Somerville will provide in-kind contributions of staff time and materials to support

marketing and community outreach and is weighing options for providing additional local incentives for Program participants. Like Somerville's past Solarize program, HS/CS will leverage the City's education and marketing efforts, volunteer outreach, and the selected Installers and pricing discounts to increase technology adoption among Somerville residents and businesses.

E. Eligibility Requirements

Eligibility requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Eligibility Requirements form, below, and submit it with your completed proposal.** The City will disqualify any response that does not meet the minimum eligibility requirements. A "No Response" to items 1 through 6, or a failure to respond to any of the following minimum standards may result in disqualification of your proposal.

	Heating ventilation and air conditioning (HVAC), oil dealers, and other home energy contractors are invited to submit qualifications to serve as Installers under the Program. In order for an Installer to be eligible to submit a proposal, the Installer must:	Yes	No
1.	Be a Primary Installer in (i.e. eligible to participate in and submit rebates to) the MassCEC Clean Heating & Cooling Program – Small-Scale Air-Source Heat Pump Program		
2.	Be, at minimum, a licensed contractor in accordance with the National Electric Code and manufacturer specifications, and must conform to all applicable municipal, state, and federal codes, standards, and regulations and hold all necessary insurance.		
3.	Have installed a minimum of 10 cold-climate ASHPs within the Greater Boston region and can provide no less than five references from past customers		
4.	Submit a statement of qualification that meets all of the submission requirements outlined below in Section III by no later than Tuesday, June 20, 2017 at 11 a.m.		
5.	Be able to provide full service offerings to residents and businesses of the City of Somerville		
6.	Promote SEEN, other related City programs and incentives, Mass Save, MassCEC, and HEAT Loan programs		

In order to provide verification of affirmative responses to items 1, 2, 3, 4, 5 and 6 under the eligibility requirements listed above, **installers must submit written information that details** the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

F. Preferred Qualifications

	Installers that can provide the following services in addition to the eligibility requirements are preferred:	Yes	No
1.	Hold high-level certifications to install ASHPs from third-party organizations (e.g. manufacturers, relevant non-profit certification organizations)		
2.	Demonstrate experience in marketing ASHPs and in supporting similar community outreach programs		
3.	Commit to providing a clear, transparent pricing and/or discount structure		
4.	Demonstrate ability to meet a significant increase in customer leads and maintain prompt customer service throughout the duration of the Program		
5.	Demonstrate a strong commitment to customer service (e.g. through customer testimonials/references, ratings at third-party organizations such as the Better Business Bureau, Yelp, Home Advisor, and other online/social media platforms)		

G. Comparative Evaluation Criteria

The Comparative Evaluation Criteria of this RFQ shall be used to evaluate responsible and responsive proposals.

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

Selection Process

The Evaluation Committee ("the Committee" may choose to select a set of finalists to be interviewed ("the short list"). The short-listed applicants will be notified, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto. The City may, at the City's sole discretion, interview the applicants on the short list. The Committee will rank all candidates and make a recommendation to the Mayor to enter into a contract with the most highly advantageous Installer(s). Installers will be notified if they are requested to attend an interview.

The City intends to make multiple awards and to contract with the most responsive and responsible Installers whose entire proposal (technical and price) is deemed to be the most highly advantageous.

Once an Installer proposal passes threshold review, the proposals will be evaluated by Somerville based on the following Comparative Evaluation Criteria:

- Overall quality and value and strength of statement of qualifications and specified equipment
- References Submitted
- Staffing and Work Plan

Vendor's portfolio/work history demonstrates excellence in successful, multi-faceted public information efforts incorporating both new and traditional media.

- Price and price structure

Factor 1: Overall quality and value and strength of statement of qualifications and specified equipment	
Highly Advantageous	Proposal has exceeded compliance with all information requested in RFQ. Please note the RFQ requires a written proposal outlining qualifications, prior related work experience, and plan of action for the project.
Advantageous	Proposal has complied with all information requested in RFQ. Please note the RFQ requires a written proposal outlining qualifications, prior related work experience, and plan of action for the project.
Not Advantageous	Proposal is missing one or more requested sections of the RFQ. Please note the RFQ requires a written proposal outlining qualifications, prior related work experience, and plan of action for the project.

Factor 2: References Submitted	
Highly Advantageous	References rate the applicant outstanding or equivalent (may include social media and online reviews).
Advantageous	References rate the applicant good, or equivalent.
Not Advantageous	References rate the applicant average or poor.

Factor 3: Staffing and Work Plan	
Highly Advantageous	<ul style="list-style-type: none"> • Ability and adequacy of staff to support the site evaluation and equipment installation for the Program is above average quality. • Ability to provide reasonable schedule and work plan for the tasks identified and demonstrated ability to meet increased customer demand is of good or average quality. • Ability to provide timely, quality customer service and installations as well as ability to work well with the community is above average quality. • Quality of proposed marketing and outreach strategy is above average quality. • Highly confident vendor can complete project on time.
Advantageous	<ul style="list-style-type: none"> • Ability and adequacy of staff to support the site evaluation and equipment installation for the Program is of good or average quality. • Ability to provide reasonable schedule and work plan for the tasks identified and demonstrated ability to meet increased customer demand is of good or average quality. • Ability to provide timely, quality customer service and installations as well as ability to work well with the community is of good or average quality. • Quality of proposed marketing and outreach strategy is good or average. • Fairly confident vendor can complete project on time.
Not Advantageous	<ul style="list-style-type: none"> • Ability and adequacy of staff to support the site evaluation and equipment installation for the Program is below average quality. • Ability to provide reasonable schedule and work plan for the tasks identified and demonstrated ability to meet increased customer demand is below average quality. • Ability to provide timely, quality customer service and installations as well as ability to work well with the community is below average quality. • Quality of proposed marketing and outreach strategy is below average quality. • Not confident vendor can complete project on time.

Factor 4: Vendor's portfolio/work history demonstrates excellence in successful, multi-faceted public information efforts incorporating both new and traditional media.	
Highly Advantageous	<ul style="list-style-type: none"> • Quality of work in portfolio/work history is of the highest caliber and shows excellence in successful planning and completion of multi-faceted public information efforts incorporating both new and traditional media. • Goes above and beyond to provide evidence of the degree of Installer's experience and proficiency in executing the scope of work. • Demonstrates experience in installing cold climate ASHP systems. • Provides certifications from third-party entities specific to ASHPs. • Demonstrates experience in supporting outreach activities.
Advantageous	Quality of work in portfolio/work history is of good quality and shows strong competence in successful planning and completion of multi-faceted public information efforts incorporating both new and traditional media.
Not Advantageous	Quality of work in portfolio/work history is of average to below average quality and shows moderate competence in successful planning and completion of multi-faceted public information efforts incorporating both new and traditional media.

Factor 5: Price and price structure	
Highly Advantageous	Vendor clearly demonstrates quality, transparency, and simplicity of base purchase price and installation adders; proposed discount offered; clarity of customer quote; and in the value of contract terms and conditions.
Advantageous	Vendor sufficiently demonstrates quality, transparency, and simplicity of base purchase price and installation adders; proposed discount offered; clarity of customer quote; and in the value of contract terms and conditions.
Not Advantageous	Vendor does not sufficiently or does not demonstrate quality, transparency, and simplicity of base purchase price and installation adders; proposed discount offered; clarity of customer quote; or in the value of contract terms and conditions.

H. Application Instructions, Rule for Award and General Terms

Application Instructions

Submissions must include one (1) original and two (2) copies, and one (1) electronic copy. Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)

Sealed Proposal Package must be marked: RFQ 17-69 HeatSmart/CoolSmart Somerville Program.

Please send the complete sealed package to the attention of:

Thupten D. Chukhatsang

Procurement Analyst

Somerville City Hall

Purchasing Department

93 Highland Avenue

Somerville, MA 02143

Rule for Award

The City intends to make multiple awards and to contract with the most responsive and responsible Installers whose entire proposal is deemed to be the most highly advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or to request additional information.

The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror or offerors.

General Terms

Statement of Qualifications/Proposal Signature

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

Time for Proposal Acceptance and City Contract Requirements

The Installer's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Installer will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

Holidays are as follows:

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

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Installer for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Installer is required to perform work at such times, the Installer shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

Unforeseen Office Closure

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

Changes & Addenda

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

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

An Installer may correct, modify, or withdraw a proposal by written notice received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in Section 1-H "Application Instructions, Rule for Award and General

Terms.” Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Installer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Installers will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Installers will be notified in writing; the Installers may not withdraw the proposal. An Installers may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

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

Unbalanced Proposals

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

Brand Name “or Equal”

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

II. SCOPE OF WORK AND TIMELINE

A. Scope of Work

Installers selected for the 2017 HeatSmart/CoolSmart Somerville Program will have primary responsibility for installing ASHP systems in homes and businesses that sign up to participate in the Program, including:

- Managing customer leads
- Performing site assessments and heating load calculations
- Providing general customer service and prompt response time to leads and customer inquiries
- Contracting, installing, and performing all other functions typically associated with the ASHP sales and installation process
- Taking steps to ensure proper performance of the ASHP system with the existing backup system (if applicable)
- Supporting the customer in submitting all eligible rebate applications and identifying financing programs

Additionally, selected Installers will:

- Directly support public outreach and education events and other marketing activities coordinated Somerville as part of the Program
- Coordinate with Somerville representatives to develop a community marketing strategy and marketing and educational content
- Provide additional training to any Program volunteers (as necessary)
- Provide educational and marketing materials for relevant city programs (e.g. Somerville Energy Efficiency Now!) to prospective customers to access Mass Save Home Energy Services Program offerings, including free home energy assessments, weatherization incentives, other rebates, and the HEAT Loan
- Promote the MassCEC ASHP rebates and any other available rebates and financial incentives available to system installers and assist customers in completing rebate applications
- Encourage completion of Mass Save incentive-eligible weatherization upgrades prior to installation of ASHP systems
- Provide customers whose homes or business are not suitable for an ASHP system with relevant information and opportunities to reduce energy consumption or reduce GHG emissions (e.g. through City efficiency programs, other efficient or renewable energy technologies like solar PV and thermal, heat pump water heaters, etc.)
- Provide customers with training on the operation and maintenance of the new ASHP systems, as well as options for ongoing equipment maintenance service
- Provide warranties of at least one (1) year for workmanship and at least eight (8) years for parts

Keep detailed records of system installations (e.g. models installed, system costs, total rebates provided, financing programs utilized) and lost customer leads (including reasons for loss of lead). Installers will be required to provide Somerville with customer reports (using a template provided by the City) every week throughout the course of the Program, as well as a final report upon completion of the Program

B. Timeline

A preliminary timeline for the Program is outlined below. This is an estimated timeline, and dates are subject to change.

2017 HeatSmart/CoolSmart Program Preliminary Timeline	
RFQ for ASHP installers released	May 30, 2017

Deadline to submit questions	June 6, 2017, 12 PM
Responses to questions released	June 9, 2017
Installer statements of qualification due	June 20, 2017, 4 PM
Review/Interview/Announce selected ASHP installers	June 21-30
Notice of Award/Contract	July 3-7
Planning/materials gathering	July 10-14
Program launch	July 17, 2017
Program closes	November 22, 2017

C. Questions and Contact Information

Questions concerning this solicitation must be in writing to:

Thupten D. Chukhatsang

Procurement Analyst
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

tchukhatsang@somervillema.gov

by **June 6, 2017 at 12 PM**. “**HeatSmart/CoolSmart RFQ**” must appear in the subject line. Responses to questions will be released on **June 9, 2017**.

III. STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS

Statement of qualifications submitted in response to this RFQ must detail how the Installer proposes to carry out the tasks outlined in the Scope of Work. Statements of qualification must also contain information on the qualifications and experience of the Installer and its key personnel.

Statements of qualification must include the following:

A. Executive Summary: The Executive Summary should summarize the highlights, key features, and distinguishing points of the proposal; identify why the Installer is interested in participating in the HeatSmart/CoolSmart Somerville program; and highlight any unique challenges identified by the Installer as well as proposed solutions to address them.

B. Company Description

This section must include:

- Company name and address
- Name, address, phone number and e-mail address of primary contact at Company
- Statement of ownership: Describe the type of business entity (sole proprietorship, corporation, LLC, or other), and list the majority and minority owners

C. Company Qualifications and Experience

This section must include:

- A description of the Installer, including company size, financial stability, location, capacity to serve Somerville (e.g. number of installs per week), and access to various supply chains
- A statement of the Installer's qualifications and experience to complete the scope of work in this RFQ (e.g. describe company experience designing, installing and servicing cold climate ASHPs in Somerville and neighboring urban cities and towns; experience working with multi-unit/condominium buildings; total number of cold climate ASHP installations completed in the greater Boston region)
- A statement demonstrating ability to manage an influx of customers leads and multiple projects at the same time within budget and schedule throughout the duration of the Program, as well as achieving high levels of customer satisfaction and ensuring proper recycling and disposal of replaced equipment
- A statement of current licenses and insurance held. Licenses must be current, and insurance must meet the minimum insurance requirements detailed in

Section IE “Eligibility Requirements.” **Copies of licenses and insurance certificates must be included in Attachment 3 to the statement.**

- A statement of relevant third-party certifications held, including a list of relevant ASHP trainings completed by Installer staff that will be providing installation services. **Copies of certifications and verification of training attendance should be provided in Attachment 3 to the statement.**
- A list of at least 5 client references and their contact information. References must be able to comment on their satisfaction with their ASHP installations, Installer business practices, and customer satisfaction. **References should be provided in Attachment 2 to the statement.**

D. Key Staff and Partners

This section must include:

- Names and company affiliations of key staff, including any anticipated subcontractors
- Roles, Responsibilities and Qualifications of key staff, including brief description of primary tasks to be performed by each and training and experience relevant to successful completion of tasks
- Information should be included on the overall Installer team, such as technical competencies, work management approaches.
- Provide an organizational chart showing internal relationships and functions, and anticipated interactions with Somerville staff

E. Work Plan

This section must include:

- Proposed outreach and marketing strategy, which outlines a plan that would be used to motivate residents to install an ASHP under the Program including information on how the Installer will work with program staff to implement this plan. Information on relevant sales and outreach experience held by the Installer should also be provided.
- Proposed timeline for a standard site evaluation and installation, from initial contact to contracting to installation, as well as other relevant steps required for a successful ASHP installation.
- Plan to meet the proposed timeline, as well as provide highly-responsive customer service and timeline response to leads and inquiries.
- Description of CRM database utilization/lead management process
- Plan for customer remediation, warranty and option for service support for installed product(s)
- Customer complaint resolution process

- Proposed process for sites that are not feasible for ASHP installation, including but not limited to options for directing customers to other renewable or energy efficiency programs, technology options, and service providers
- Plan to address the Installer's geographic proximity to Somerville and how this will affect services provided.

F. Attachments

A series of attachments will also be required:

Attachment 1: Cover Sheet and Application Checklist

Attachment 2: Price Proposal and Product Specifications

Complete "Attachment 1: Price proposal and product specifications" and submit as part of statement of qualifications

Attachment 3: References

Complete "Attachment 2: References" and submit as part of statement of qualifications. Provide a list of at least 5 client references and their contact information. References must be able to comment on their satisfaction with their ASHP installations, Installer business practices, and customer satisfaction.

Attachment 4: Copies of standard agreement and sample quote which will be provided to customers under the Program

Attachment 5: Copies of relevant licenses, insurance, certificates, and resumes for the Installer and key personnel as applicable

IV. REVIEW PROCESS

All statements of qualification must meet the program objectives and be responsive to the relevant scope of work and requirements outlined above.

Application Checklist: Applications must meet a threshold review before they will be provided to the Committee. To meet the threshold review, statements must include the following:

- Cover letter
- Statement of qualifications that includes all required sections and completed attachments: Price Proposal and Product Specifications; References; Copies of

standard agreement and sample quote; Copies of relevant licenses, insurance, certificates, and resumes)

- Installer is, at minimum, licensed to install residential-scale ASHPs in the Commonwealth of Massachusetts
- Installer is a certified Primary Installer in the MassCEC Clean Heating and Cooling Program – Small Scale Air-Source Heat Pump Program
- Installer has installed at least **10** cold climate air source heat pumps in the Greater Boston region

CONTRACTUAL REQUIREMENTS:

Upon the RFQ review team's selection of a proposal, the City and each selected Installer will execute an agreement, binding the Installer to the pricing, terms and conditions set forth in their Statement, and which will set forth the respective roles and responsibilities of the parties.

In addition to the Indemnification clause in the City of Somerville Standard Contract General Conditions, Installers will be required to include a clause in customer contracts signed through the program that states that the customer shall not hold the City liable or responsible for any issues related to the installation.

WAIVER AUTHORITY:

The City reserves the right, at their sole discretion, to waive minor irregularities in submittal requirements, to modify the anticipated timeline, to request modifications of the application, to accept or reject any or all applications received, and/or to cancel all or part of this RFQ at any time prior to awards.

DISCLAIMER:

The City makes no guarantees as to the number of customer leads acquired or contracts signed through the Program. The City reserves the right to accept or reject any or all applications received, negotiate with all qualified applicants, cancel or modify the RFQ in part or in its entirety, or change the application guidelines, when it is in its best interests

Attachment 1: Cover Sheet and Application Checklist

Please include all of the following documents listed in this checklist with your statement of qualifications. Failure to do so may result in disqualification.

- _____ Attachment 1: Cover Sheet and Application Checklist
- _____ Statement of Qualifications that includes all required sections described in Section III
- _____ Attachment 2: Price Proposal and Product Specifications
- _____ Attachment 3: References
- _____ Attachment 4: Example copies of standard agreement and customer quote
- _____ Attachment 5: Copies of relevant licenses, insurance, and certifications
- _____ Attachment 6: City's General Terms and Conditions
- _____ Acknowledgement of Addenda (if applicable)
- _____ Somerville Living Wage Form
- _____ Certificate of Non-Collusion and Tax Compliance
- _____ Certificate of Signature Authority
- _____ W9

Required with Contract, *Post Award*

- _____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with proposal if available)
- _____ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)

I the undersigned certify that I am authorized to submit this proposal on behalf of [company name], which is a licensed contractor to install air source heat pumps in the state of Massachusetts.

Name_____

Title_____

Signature_____

Date_____

Attachment 2: Price Proposal and Product Specifications

Please complete the tables below detailing your proposed discounted fixed-fee costs for standard installation of cold climate air source heat pumps. Single-head ductless systems should be detailed in Table 1 in accordance with typical system sizes. Multi-head ductless and central systems should be detailed in Table 2 with capacity and assumptions provided. These per-unit-installed compensation rates should include **all equipment and non-equipment costs associated with the typical installation scope of work** (e.g. wall mounting/installation of raised platform, permitting, etc.).

Fees associated with additional material and labor for non-standard installations (adders) should be detailed in Table 3. Any additional non-standard cost adders beyond those provided should also be included.

For **single-head systems (Table 1)**, please assume the following (for purpose of providing a fair cost comparison between installers):

- 16 feet Line Hide or similar (Please include: one 90 degree ell, one wall inlet, one end fitting.)
- 20 feet line set
- Brackets with vibration dampening features for models mounted on house
- Exterior units must be mounted above the level of snow drifts typically experienced at the location of the installation
- Exterior unit to be installed on same wall as interior unit
- Exterior unit to be mounted on wood framed wall
- Home construction to be wood frame with clapboard or shingle siding
- No rain cap is necessary

For **multi-head systems (Table 2)**, please note assumptions built into pricing provided in the relevant.

Table 1: Compensation for Standard Installation of Single-head Ductless Cold Climate Air Source Heat Pump

Manufacturer	Capacity	Model Number	Installed cost per unit

	9,000 Btu/hr		
	12,000 Btu/hr		
	15,000 Btu/hr		
	18,000 Btu/hr		

Table 2: Compensation for Standard Installation of Central or Multi-head Ductless/Ducted Cold Climate Air Source Heat Pump

Manufacturer	Capacity and number of indoor heads (if applicable)	Model Number	Installed cost per unit

--	--	--	--

Please note assumptions regarding pricing of multi-head ductless/ducted systems below:

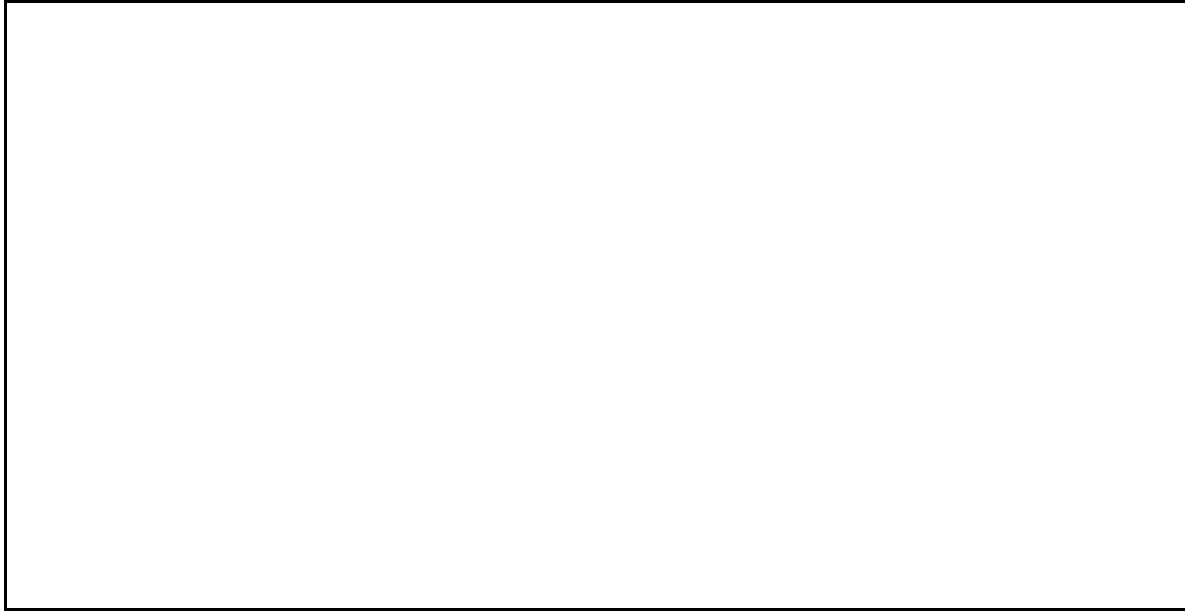
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Table 3: Additional Material and Labor Compensation, excludes Fixed-Fee Costs
(include additional adders in blank rows provided)

Non-Standard - Additional Material/Labor Description	Unit Description	Installed Cost per Unit
Installation of an electrical subpanel		
Per foot price for mini-split pipe runs beyond 25 ft.		
Construction of pressure treated raised platform for mini split when exterior wall mounting is not possible		

Installation of a remote thermostat		
Installation of a thermostat interface		
Installation of a pan heater		
Installation of metal rain cap on units within drip-line of roof		

In the section below clarify if/how pricing will be handled for installations that require additional material or labor beyond the proposed standard work scope.



Warranties

For the systems detailed above, please describe the warranties offered.



Attachment 3: Reference List

Installer Name: _____

RFQ Title: _____

Installer must provide a list of at least 5 client references and their contact information. References must be able to comment on their satisfaction with their ASHP installations, Installer business practices, and customer satisfaction.

Name:	Date(s) of services provided:
Address:	Phone:
	Email:
Description of services provided	

Name:	Date(s) of services provided:
Address:	Phone:

	Email:
Description of services provided	

Name:	Date(s) of services provided:
Address:	Phone:
	Email:
Description of services provided	

Name:	Date(s) of services provided:
Address:	Phone:
	Email:

Description of services provided

Name: 	Date(s) of services provided:
Address: 	Phone:
	Email:
Description of services provided 	

Attachment 4: Example copies of standard agreement and sample quote

Please attach example copies of the standard agreement and sample quote which will be provide to customers participating in the Program.

Attachment 5: Copies of relevant licenses, insurance, and certifications

Please attach copies of relevant licenses and insurance for the Installer to confirm ability to legally provide ASHP installation services in Massachusetts. Please also attach any relevant certifications or trainings for key personnel who will be involved in installation of ASHPs in the Program.

Attachment 6: City's General Terms and Conditions

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions

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

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

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

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

2. Performance; Time

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

3. Acceptance of Goods or Services

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

4. Compensation

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

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

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

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

5. Release of City on Final Payment

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

6. Risk of Loss

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

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

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

7. Indemnification

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

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

8. Default; Termination; Remedies

A. Events of Default

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date.

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

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

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

If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

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

C. Termination For Convenience.

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

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Rights and Remedies.

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

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

9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

10. Governing Law; Forum

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

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

11. Complete Agreement

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

12. Amendment

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

13. Conditions of Enforceability Against the City

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

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

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

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

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

14. Taxes

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

15. Independent Contractor

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

16. Assignment; Sub-Contract

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

17. Discrimination

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

18. Waiver

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

19. Severability

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

20. Notice

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

21. Captions

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

22. Non-Collusion

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

23. Tax and Contributions Compliance

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

24. Municipal Taxes, Charges and Liens

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

25. Compliance with Applicable Laws

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

26. Conflict of Interest

The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits

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

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

29. Debarment or Suspension

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

30. Warranties (Applicable to Goods Only)

The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

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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 7/1/2017 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.49 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

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

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

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

The Living Wage as of 7/1/2017 is **\$12.49** 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.

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

Certificate Should Be Made Out To:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
c/o PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Director