

**REQUEST FOR QUALIFICATIONS AND FEE (RFQF)
ELECTRICAL INSPECTOR ON CALL**

**SOMERVILLE, MASSACHUSETTS
RFQF 14-53**

The City of Somerville, acting through the Purchasing Department, seeks the services of a qualified licensed Master Electrician to work between twenty (20) and thirty-two (32) hours per week on a mutually agreed upon schedule, taking into account holidays and vacations, from January, 2014 through June 30, 2014. There will be an option, at the sole discretion of the City, to renew the contract for up to two additional one-year terms. Qualified candidates must be able to work at least twenty (20) hours per week during the standard business hours between 8:00 a.m. and 4:00 p.m.

The consultant will work with the City's Chief Wire and Electrical Inspector to assist with electrical inspections associated with standard property renovations as well as a large amount of new construction created by the Assembly Square development. The work requested is described below in the Scope of Work.

The RFQF will be available from the Purchasing Department, 1st floor, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 beginning Wednesday, December 18, 2013 during the following hours: Mondays through Wednesdays from 8:30 a.m. to 4:30 p.m.; Thursdays from 8:30 a.m. to 7:00 p.m.; and Fridays from 8:30 a.m. to 12:00 noon. Interested applicants may request the RFQF via e-mail from Michael Richards, Purchasing Analyst, at mrichards@somervillema.gov or fax 617-625-1344.

Responses to this RFQF in the form of separately sealed qualifications and fee proposals shall be received by the City of Somerville **no later than 11:00 a.m. on Thursday, January 9, 2014**. Responses shall be addressed to Angela M. Allen, Purchasing Director.

The City of Somerville reserves the right to waive any minor informalities and to reject any or all submissions if deemed in the City's best interests.

I. INSTRUCTIONS TO APPLICANTS

1. Questions and Clarifications.

Any questions or requests for clarification must be submitted in writing to Michael Richards, Procurement Analyst (by e-mail to mrichards@somervillema.gov or by fax to 617-625-1344) no later than **11:00am Thursday, January 2, 2014**. Such requests shall include the name and e-mail address or fax number of the person to whom the answer or clarification should be sent. The Purchasing Department will provide a written response in all cases; no oral response by the City shall be binding on the City.

2. Contents of Submission.

Submissions shall include the documentation requested below.

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Proposer's commitment and ability to perform electrical inspections and related consulting services as described in this document. A proposal may be deemed to be non-responsive, at the evaluation committee's discretion, if a Proposer fails to comply with the following instructions.

The City reserves the right to reject any and all proposals. 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.

Part One: Introduction

The introductory portion of the proposal must include a Letter of Transmittal signed by an individual authorized to bind the Proposer contractually. The letter must include: the name of the individual(s) who is authorized to negotiate and sign a contract on the Proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information; and a brief description of the overall services proposed.

Part Two: Quality Requirements Form

The Quality Requirements Form must be addressed by each Proposer and presented with proposal documentation.

Part Three: Responses to Comparative Evaluation Criteria

This portion of the proposal is intended to present a description of the Proposer's qualifications. The Proposer should respond briefly to each item listed in Section VI Comparative Evaluation Criteria, and include all requested documentation. When preparing this portion of the proposal, the Proposer should clearly identify and respond to each comparative evaluation criterion.

Part Four: References

The Proposer shall list at least three relevant references. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information. A reference form is attached to this RFQF for your convenience.

- The name, address and telephone number, as well as e-mail address, of each client listed above.
- A description of the work performed under each contract.
- A description of the nature of the relationship between proposer and the customer.
- The name and telephone number of the person the Personnel Department may contact as a reference.
- The amount of the contract.
- The volume of the work performed.
- The dates of performance.

Part Five: Price Summary Forms – to be submitted in a separately sealed envelope

The Price Summary Forms must be completed. No substitute form will be accepted. Pricing must remain the same throughout the contract. The Price Summary Forms **must be submitted under separate cover in a separate sealed envelope to the Purchasing Department.** The Proposer should make no reference to pricing in its non-price proposal. Failure to adhere to this will result in disqualification of proposal.

Part Six: Required Form Submissions

Required Form Submissions by Offeror

1. Quality Requirements
2. Certificate of Non Collusion & Affidavit Tax Compliance
3. Certificate of Signature Authority (for corporations and LLCs)
4. Somerville Living Wage Ordinance (does not apply to sole proprietors)

5. Reference Form
6. Vendor TIN Certification Form

Post Award

1. Insurance Certificate (professional liability)
2. Certificate of Good Standing (for corporations)
3. W-9 Form (if new vendor)

Please Note:

Vendor may not engage any other company, sub-contractor or individual in the performance of this contract without the prior written consent of the City.

3. Form of Submission/ Deadline for Submission.

Sealed RFQF Submissions will be received at the Office of the Purchasing Agent, First Floor, Somerville City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143 until **11:00 a.m., on Thursday, January 9, 2014**. In one sealed envelope, the Applicant shall submit one original and four (4) copies of the Qualification Submission marked **“RFQF 14-53 Qualifications—Consultant Services: Electrical Inspections”**; in a separate sealed envelope, the Applicant shall include two copies of the Applicant’s fee proposal (on the form provided) marked **“RFQF 14-53 Fees—Consultant Services: Electrical Inspections”**. (Note: If the fee submission is included in the consultant services envelope, the Vendor will be automatically disqualified.) Both envelopes must be received by the submission deadline. Any submissions made after the deadline will not be accepted. Delivery to any other office or department does not constitute delivery to the Purchasing Department; the submission must be in the Purchasing Department by the deadline. It is the responsibility of the applicant to assure proper and timely delivery.

Please Note that, in addition to information to be supplied by the Applicant as part of the Consultant Services Submission, the following forms which are included at the end of this RFQF must be signed and included in the Qualifications Envelope:

1. Somerville Living Wage Ordinance – Proposer must agree to conform with Somerville’s Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living Wage Ordinance Form.
2. Certificate of Good Standing – The *selected Proposer*, if a corporation, 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 RFQF.
3. Insurance Certificate as outlined on attached form included in this RFQF, must be provided by the selected Proposer.
4. Certificate of Non-Collusion & Tax Compliance Certification
5. Signature Form – must be completed by the Proposer.
6. Certificate of Signature Authority – must be completed by the Proposer.
7. Sample contract – the terms and conditions in the sample contract and in this RFQF will be included in the contract that will be awarded as a result of this RFQF. Proposers do not need to sign the contract at time of proposal submission.

4. Correction, Modification, or Withdrawal of Submission.

Prior to the deadline for receipt of RFQF submissions, an applicant may withdraw a submission by making that request in writing to Angela M. Allen, Purchasing Director. An applicant may also modify a submission by withdrawing it and resubmitting it by the deadline, or by delivering to the Purchasing Department by the deadline a sealed envelope clearly labeled as: **“Modification to Electrical Consultant Qualifications” OR “Modification to Electrical Consultant Fee.”**

5. Selection Process

All submissions will be evaluated by an in-house selection committee whose members will be designated by the Purchasing Agent ("the Committee"). The Committee will rank all candidates without regard to the fee, after which the fee proposal envelope shall be opened and the Committee will make a final ranking based on both qualifications and fee. The Committee may choose to select the three (3) highest ranked Applicants to be interviewed. If so, the short-listed Applicants will be notified by the Purchasing Agent, either by mail, fax, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto. Each Applicant should therefore be prepared to travel to Somerville for an interview with its key personnel including the team leader and additional key personnel who will be working on the project on a day-to-day basis. The City will not assume any travel costs related to these interviews. Within a reasonable period of time after the last interview, the Committee shall select the successful Applicant based on qualifications, fee, and performance at the interview.

If the fee proposed by the selected applicant exceeds the City's budget, the City reserves the right to negotiate the fee downward. If such negotiations are unsuccessful, the City reserves the right to select the next highest ranked applicant and negotiate the fee, until a qualified applicant and a fee within budget have been achieved.

6. Evaluation Criteria without Regard to Fee

Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and result in an automatic rejection of the RFQF submission unless the City determines that such failure constitutes a minor informality. The Committee will evaluate Applicants' overall qualifications, including methodologies, technical abilities, financial stability, and experience and qualifications of individual members of the landscape architectural team and the proposed consultants. Without limiting the generality of the foregoing, the City will evaluate the following:

1. Experience and Professional Qualifications, as demonstrated by the proposed Consultant in providing services to similar public and private projects as outlined in the scope of services and in having the requisite professional licenses.
2. Quality of work, as determined by information supplied by the Applicant regarding other public and private projects on which the Consultant has worked.
3. Quality of references contacted by the Purchasing Department. References will be contacted to determine if the vendor is responsive and responsible. References will be asked about their overall

impression of the vendor, quality of work performed, understanding of factors affecting implementation, and the timeliness of services provided

4. Capacity and Timeliness, as demonstrated by whether the Consultant appears to have the capacity to undertake these services in a timely manner.
5. Responsiveness to Scope of Services, as demonstrated by a submission that shows the Consultant has understood the requirements of the Scope of Work and has proposed a strategy for carrying out the work effectively.

7. Rule for Award

1. The contract shall be awarded to the responsible and responsive Proposer submitting the most highly advantageous proposal, taking into consideration all evaluation criteria as well as price.
2. The contract will be awarded as soon as possible after the proposals are received and evaluated, and within ninety (90) days after the proposal opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the City and the apparent lowest responsive and responsible Proposer.
3. The successful Applicant will receive a written Notice of Award prior to execution of the written contract. The successful Applicant will be required to execute a written contract with the City of Somerville.

8. Requirements of Consultants Submitting Qualifications and Fees

1. Good Faith.

This quotation is submitted in good faith without collusion or fraud with any other person. The Consultant has not employed any person to solicit this award and has not made and will make any payment or any agreement for the payment of any commission, percentage, contingent fee, or other compensation in connection with the procurement of this award from the City.

2. No Conflict of Interest.

The Consultant does not have any interest (including that of establishments, residences or other entities subject to the inspections to be performed in this scope), direct or indirect, whether or not in connection with the establishment, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ in connection with the services to be furnished under this Scope of Work, any person having any such interest. In the event that the Consultant encounters an assignment under this scope of work where there would be a potential conflict of interest, Consultant certifies that s/he will inform the City as soon as such conflict is known to Consultant.

3. Confidentiality.

All services, including reports, opinions, and information to be furnished under this Scope of Work, are confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Consultant

shall take all necessary steps to ensure that no member of the Consultant's staff or organization divulges any such information except as may be required by law. The City, however, shall have the right to disclose the Consultant's report to whomever the City deems appropriate.

4. Insurance.

The Consultant carries professional liability insurance with limits no less than \$500,000.

II. SCOPE OF SERVICES

The City of Somerville wishes to retain the services of a Master Licensed Electrician (Consultant) who will conduct inspections of residential homes and commercial and industrial establishments for compliance using the guidelines and standards of applicable plumbing codes.

Consultant shall enforce federal, state and local laws and regulations pertaining to electrical inspections. Consultant shall perform thorough routine inspections, respond promptly to complaints, and review and render responsible decisions on plan review, as needed. Consultant shall provide complete documentation as directed by the Chief Wire and Electrical Inspector, and/or the Superintendent of Inspectional Services for each inspection and response to a complaint. Coordination with other departments within City and State agencies is required for this position.

Specific duties shall include: inspect and test new electrical systems for conformance with General Laws. Inspect and test electrical systems in process of construction, alteration, replacement, and repair for adherence to regulations and codes, and the provisions of General Laws. Examine plans for electrical systems and advise applicants on necessary changes. Investigate complaints of violations, issue orders for corrections, and keep necessary records. Interpret, give advice on and enforce all electrical regulations. Issue permits and keep records of inspections.

Consultant shall represent the City of Somerville in a professional and ethical manner at all times, rendering fair and unbiased opinions to contractors and City personnel. Consultant will work efficiently to make the best use of time and will fairly and accurately record and report the necessary time taken when submitting charges to the City of Somerville on an hourly basis.

III. QUALITY REQUIREMENTS

A qualified consultant must meet the following four (4) requirements. Please state consultant's status regarding each of the following requirements by checking either YES or NO. Failure to respond to every item will result in the rejection of your submission. Failure to respond yes to these minimum requirements will also result in the rejection of your quote.

Requirements	Yes	No
1) 10 years minimum experience as either an electrical inspector, or as a privately employed electrician.		
2) Current, valid Massachusetts master electricians' license.		
3) Continuing education certificates as requested by the Department.		
4) Possess a valid current Massachusetts Class D driver's license and have access to a motor vehicle.		
Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business? If yes, please attach certifications.		

RFQF #14-53 Re-Bid Price Submission Form

Fee Breakdown

<u>Hourly Rate</u>	<u>1/1/2014 – 6/30/2014</u>	<u>7/1/2014 – 6/30/2015</u>	<u>7/1/2015 – 6/30/2016</u>
Inspections and complaints			
Office work (counter assistance and paperwork)			

Signature & Title of Person Submitting Fee Proposal:

Signature

Printed Name

Title

Company Name (if applicable): _____

Mailing Address: _____

Phone #: _____ Fax #: _____

E-Mail: _____ Date: _____

REQUIRED DOCUMENTS

Please refer to Section I, 3. above for instructions regarding the following forms.

Form:_____
Contract Number:_____

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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 (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: _____



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)



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

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

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

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

CERTIFICATIONS

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

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

Form:____
Contract Number:_____

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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 **7/1/2013** is **\$11.89** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

REFERENCE FORM
Wire & Electrical Inspections – Consultant Services
3 client references, of which two must be public entities

Name of Firm Submitting Proposal: _____

#1 Reference:_____ Contact:_____

Address:_____ Phone:_____

Email:_____ Fax:_____

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

#2 Reference:_____ Contact:_____

Address:_____ Phone:_____

Email:_____ Fax:_____

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

#3 Reference:_____ Contact:_____

Address:_____ Phone:_____

Email:_____ Fax:_____

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



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



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. PROFESSIONAL LIABILITY.....\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFITS
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 during the life of this contract, your insurance expires; you shall be responsible to submit a new certificate(s) covering the period of the contract. No Payment shall 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)	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

CERTIFICATE OF GOOD STANDING

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:

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.

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STANDARD TERMS AND CONDITIONS
(these will be incorporated into the contract)

1. TAXES

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

2. 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.

3. INSURANCE – SEE INSURANCE SPECIFICATION INCLUDED IN THIS RFQF

4. 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.

5. 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.

6. ASSIGNMENT

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

7. SUB CONTRACTORS

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

8. GOVERNING LAW

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

9. 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.

10. CONFLICT OF INTEREST

The Vendor certifies that no official or employee of the City of Somerville has a financial interest in

this quote or in the contract which the vendor 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 quote is made in good faith without fraud or collusion or connection with any other person submitting a quote.

11. TERMINATION

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

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

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

12. DISCRIMINATION

It is understood and agreed that it shall be a material breach of any contract resulting from this RFQF 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.

13. FINANCIAL AND OPERATIONAL INFORMATION

By providing an RFQF Submission, the Vendor authorizes the City of Somerville to contact any and all references by the Vendor regarding financial and operational information.

14. PAYMENT

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

APPENDIX A

Sample Contract

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

Contract No.:

Contract Amount: \$

P.O. No.:

P.O. Amount: \$

Bid No.:

Contract Period: to

Contract For: Description Of Supplies/Services

Vendor: Vendor Name
Vendor Address
town, state zip
phone

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
vendor name
vendor address
town, state zip
phone**

This Contract made this contract start date day of contract start month, year, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and **vendor name** (hereinafter, the "Vendor").

WHEREAS, the City seeks the following supplies/services: insert name of supply/service; (hereinafter, the "supplies/services"); and

WHEREAS, the City has followed an formal sealed bid procedure (IFB or RFP No. RFP or IFB number) to solicit competition pursuant to G.L. c. 30B, §5 for IFB - 6 for RFP, (See Appendix A – Notice to Bidders/Copy of Ad attached and made a part hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible Vendor (See Appendix B – Proposal Page attached and made a part hereto); and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

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

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written

above.

2. The Vendor shall complete the Services and/or furnish the supplies, by insert completion date (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.

3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to:

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

2. The Supplies and the unit price for the Supplies are listed in **Appendix C**, attached and made a part hereto.

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$_____ for Services rendered and/or Supplies received as specified in **Appendix C**.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.

4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.

2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source

Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

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

basis for termination of this Contract.

B. Termination Upon Default.

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

C. Termination For Convenience.

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.

2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

D. Obligations Upon Termination.

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

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

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and

- b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
 - d) pursue remedies under any bond provided; and
 - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

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

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: 046 001 414.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed 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.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise

remain in full force and effect.

- K. Notice.** The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor at the address set forth herein or the following

Fax Number: vendor's fax

2. To the City addressed to:

Purchasing Director, Somerville City Hall, 93 Highland Avenue,

with a copy to:

1. City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

2. Department Head, Department, Address, Fax #

Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

- L. 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.

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

Appendix A – Certificate of Good Standing, Certificate of Authority

Appendix B – Notice to Proposers/Copy of Advertisement

Appendix C – Price Proposal Page

Appendix D – Scope of Services

Appendix E – Insurance

Appendix F – Somerville Living Wage Form

Appendix G – Additional Terms and Conditions

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

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

Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

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

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: _____, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: _____ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: #
TIN. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a

financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

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

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

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

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

CITY OF SOMERVILLE

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

as are required under this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Department Head

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

vendor name.

X_____
Signature of Authorized Agent of Vendor

agent name
Printed Name of Authorized Agent of

agent title
Title of Authorized Agent of Vendor

vendor address
Street Address of Vendor

city, state, zip
City, State and Zip

TIN

Tax ID #

FOR CORPORATIONS ONLY:

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

Clerk's Signature

clerk name
Print or Type Clerk's Name