

SOLICITATION FOR:
**CONSULTING SERVICES IN SUPPORT OF THE “SOMERVILLE BY
DESIGN” NEIGHBORHOOD PLANNING PROCESS
ON AN AS-NEEDED BASIS
RFQF #14-79**



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:
April 2nd, 2014

DUE BY:
April 22nd, 2014 11:00AM EST

DELIVER TO:

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

REQUEST FOR QUALIFICATIONS AND FEE (RFQF) #14-79

Consulting Services in support of the “Somerville by Design” Neighborhood Planning Process, on an As-Needed Basis

The City of Somerville, acting through the Purchasing Department, is seeking to procure consultants to provide on-call services for the 'Somerville by Design' neighborhood planning program managed by the Mayor's Office of Strategic Planning and Community Development.

The City will award multiple contracts to supplement vendors already under contract from the previous (2013) “Somerville by Design” as-needed planning services procurement cycle. Applicants awarded contracts will be additions to the specialized “Project Teams” that are customized specifically for each neighborhood. The make-up of each team may be different from neighborhood to neighborhood, and will include vendors already under contract from the previous (2013) procurement of “Somerville by Design” as-needed neighborhood planning services.

It is anticipated that a schedule of rates will be negotiated for the awarded contracts, and that task orders and/or deliverables will be negotiated for specific assignments as required for each neighborhood plan under development. **Contracts will commence on or around May, 2014 and continue through June 30, 2017.**

The City anticipates funding to be made available annually for the Somerville by Design planning project. Consultant services will be utilized on an as-needed basis, and the hours and days of work and/or requested deliverables may vary per individual consultant/consultant team.

Explanation of the Somerville by Design project, needed Areas of Expertise, and expected Services and Deliverables are detailed in **Section III: Scope of Work**.

This RFQF will be available on the City of Somerville website: <http://www.somervillema.gov/departments/finance/purchasing/bids>. Parties downloading the RFQF are strongly encouraged to notify the Purchasing Department of their interest in this solicitation so that any addenda or updates can be communicated directly to prospective bidders. Upon written request to amallen@somervillema.gov, the Purchasing Department will send the RFQF package via e-mail or regular mail to prospective proposers. This RFQF may also be obtained from the Purchasing Department on the first floor of Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 beginning **Wednesday April 2nd, 2014** during the following hours: Mondays through Wednesdays from 8:30 AM to 4:30 PM; Thursdays from 8:30 a.m. to 7:00 p.m.; and Fridays from 8:30 AM to 12:00 Noon.

Sealed RFQF submissions in original, hard copy form, will be received until **11:00 a.m. on Tuesday, April 22nd, 2014** at:

Somerville City Hall, First Floor
c/o Office of the Purchasing Director
93 Highland Avenue
Somerville, Massachusetts 02143

This proposal has been issued in conformance with the provisions of Massachusetts General Laws Chapter 30B. Applicants should familiarize themselves with the provisions of this Act.

KEY DATES FOR THIS REQUEST FOR QUALIFICATIONS AND FEE

RFQF Issued	Wednesday, April 2 nd , 2014
Question Submittal Deadline	4:30 pm, Friday April 11 th , 2014
Proposals Due	11:00 am, Tuesday April 22 nd , 2014
Evaluation Begins	Week of April 22 nd , 2014
Anticipated Contract Award(s)	April 25, 2014
Services Commence	May 1, 2014
Contract Completion Date	June 30, 2017

SECTION 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 **4:30 p.m. Friday April 11th, 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, via addendum to all registered prospective bidders, in all cases; no oral response by the City shall be binding on the City. Any and all addenda to this RFQF will be posted on the City's web page with the other bid documents. It is the responsibility of the vendor to visit the City's website for any and all addenda prior to submitting a proposal.

2. Deadline for Submission

Sealed RFQF Submissions will be received until **11:00 a.m. on Tuesday April 22nd, 2014** at:

Somerville City Hall, First Floor
c/o Office of the Purchasing Director
93 Highland Avenue
Somerville, Massachusetts 02143

All required materials 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.

* All forms referenced below can be found at the end of this document.

3. Required Submission Materials

The Applicant shall submit the following in separate, sealed envelopes:

- A. One (1) labeled original and five (5) copies of the Qualification Submission in an envelope labeled **"RFQF 14-79: Somerville by Design (Qualifications)."**
- B. One (1) original and two (2) copies of the "Price Submission Form" (provided at the end of this document) identifying the Applicant's fee & rate proposal. The RFQF Price Submission Forms shall be in a separate, sealed envelope labeled **"RFQF 14-79: Somerville by Design (Fee)".**

Note: If the fee submission is included in the same envelope as the Qualification Submission, the Applicant will be automatically disqualified.

4. Requirements for the Qualification Submission

- A. Resume for each individual included in the Qualification Submission
- B. Qualifications Narrative for each individual included in the Qualification Submission
 - i. Identify any and all Areas of Expertise in which each individual included in the Qualification Submission has successful experience for any of the Services and/or Deliverables listed in the Scope of Services (Section III).
- C. A minimum of three (3) Client References for each individual included in the Qualification Submission (e.g. including relevant staff within a firm).

- i. Client references must be for similar services to those which the applicant is proposing to complete.
- ii. The City of Somerville may be included as a reference.
- iii. Please include the following information for each reference:
 - a) Firm Name, if applicable
 - b) Contact Person
 - c) Address, Phone Number, and Email Address for Contact Person
 - d) Year of Service
 - e) Description of Service
- D. Work Samples
 - i. Qualification Submissions should include a “portfolio” of work samples from the list of deliverables listed in Section III of the RFQF. Work samples should be clearly labeled so that it is easily understood which individual team member is responsible for which deliverable.
 - ii. Samples of work must be for similar services to those which the applicant is proposing to complete, preferably for a public sector client.
 - iii. The City will accept Work Samples on DVD/CD or flash drive. All other components of a Qualification Submission must be in hard copy form.
- E. Required Forms (completed and submitted by proposed “prime” contracting entity; and by any member of a proposal team that will contract directly with the City)
 - i. Submission Quality Checklist (filled out by preparer)
 - ii. Certificate of Signature Authority (if applicable)
 - iii. Signature Form
 - iv. Certificate of Non-Collusion and Tax Compliance
 - v. Certificate of Good Standing (corporations only) – please furnish if currently available; required prior to execution of contracts of \$25,000 or more with corporations
 - vi. Somerville Living Wage Form (for all Applicants with employees)
 - vii. Certification as a WBE/MBE (women and/or minority owned business enterprise), if applicable

Other forms (i.e. Insurance) included at the end of this document are not required for the proposal submission, but will be required from the selected firm(s) for this contract(s) prior to execution of contract(s).

Applicants must demonstrate the ability to provide one or more of the services as described in Section III: Scope of Services, must meet all minimum criteria, and must submit a complete proposal. All Proposers submitting a proposal must be able to comply with all Massachusetts General Laws (MGL) and relevant City of Somerville Ordinances.

5. Requirements for the Fee Submission

- A. RFQF Price Submission Form one (1) original and two (2) copies. These must be provided in a separate envelope from the Qualification Submission and clearly labeled “**RFQF 14-79: Somerville by Design (Fee)**”.

6. Correction, Modification, or Withdrawal of Qualification Submission.

Prior to the deadline for receipt of RFQF submissions, an applicant may withdraw a submission by making that request in writing to Angela 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: “**RFQF Modification: Somerville by Design (Qualifications)**” or “**RFQF Modification: Somerville by Design (Fee)**.”

SECTION II. SELECTION PROCESS

1. Evaluation Committee

All submissions will be evaluated by an in-house selection committee ("the Committee") whose members will be designated by the Purchasing Agent. The Committee will rank all candidates based on qualifications, 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 interview any Applicants. If so, Applicants will be notified by the Purchasing Agent, either by email, 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. The City reserves the right to request this interview in person, but may, at the City's discretion, substitute a telephone interview. 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(s) based on qualifications, fee, and performance at the interview.

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.

2. 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 Qualification Submission unless the City determines that such failure constitutes a minor informality. The Committee will evaluate each Applicants' overall experience and qualifications, including methodologies and technical abilities.

The Committee will rank the proposals as Highly Advantageous, Advantageous, or Not Advantageous based on the criteria in this section. In addition to the contents and quality of the written Proposal submitted in response to this RFQF, the Committee will take into account the Applicant's references and interviews (if conducted) in determining the number of points allocated to a particular criterion. A total of 100 points can be earned under this system.

Competitive Evaluation Criteria	Maximum Score	Actual Score
Experience and Professional Qualifications, as demonstrated by the Applicant in providing similar services to communities as outlined in Section III: Scope of Services.	30	
Quality of Work, as determined by work samples supplied by the Applicant for similar services or deliverables which the Applicant is proposing to provide.	30	
Quality of Client References provided, as demonstrated by positive references that the Applicant is responsive and responsible.	20	
Capacity and Timeliness, as demonstrated by whether the Applicant appears to have the capacity to undertake these services in a timely manner.	20	
Total	100	

METHOD OF SCORING

Highly Advantageous	74 - 100
Advantageous	37 - 73
Not Advantageous	0 - 36

3. Rule for Award

The City will select the responsive and responsible Applicant(s) submitting the most advantageous proposal(s), taking into consideration the Applicant's/Applicants' relevant experience, demonstrated Areas of Expertise in sample work submitted and client references, and staff capacity to meet the City's needs for the proposed work in a timely fashion, as well as the proposed rates and pricing for such work.

4. Award of Contract

The successful Applicant(s) will receive a written Notice of Award prior to execution of the written contract. The successful Applicant(s) will be required to execute a written contract with the City of Somerville. 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 solicitation. Proposers do not need to sign the contract at time of proposal submission.

SECTION III. SCOPE OF SERVICES

The City of Somerville is seeking to procure consultants to provide on-call services to assist the City with the Somerville by Design neighborhood planning program managed by the Mayor's Office of Strategic Planning and Community Development.

1. Areas of Expertise

In order to complete one or more of the Somerville by Design neighborhood plans, the City is seeking consultants with expertise in one or more of the following areas:

- A. Active Living & Design
- B. Data Collection for Decision Making
- C. Human Scale Research & Planning
- D. Iterative Placemaking
- E. Public Space Design
- F. Marketing, Outreach, and Education (Public Spaces)
- G. Public Space Analysis: Qualitative and Quantitative
- H. Process Facilitation
- I. Social and Human Capital
- J. Market Research and Analysis (for both Housing and Commercial Development)
- K. Neighborhood Economic Development
- L. Capacity Building for Small, Independent, & Family-Owned Businesses
- M. Main Street, Town Center, and Business District Economics
- N. Community Improvement Districts
- O. Cultural & Creative Economy Networking & Engagement
- P. Local Food System Planning
- Q. Cooperative Marketing and Food Distribution Planning
- R. Community Kitchens and Food Incubators
- S. Public Markets
- T. Fluency in Spanish, Portuguese, and/or Haitian Creole

2. Services and Deliverables

Consultants demonstrating experience in one or more of the Areas of Expertise may be expected to provide one or more of the following services or deliverables.

- A. Public Space/Urban Design Case Studies and Precedents
- B. Public Space/Urban Design Best Practice Recommendations
- C. Public Life & Behavior Data & Metrics
- D. Public Space Analysis: Qualitative and Quantitative
- E. Public Realm Plan
- F. Communication Tools & Strategy
- G. Public Realm Project Implementation and Phasing Strategy
- H. Short, Documentary Videos
- I. Housing Market Analysis
- J. Commercial Market Analysis
- K. Retail Gap Analysis
- L. Economic Leakage Analysis
- M. Retail Best Practice Recommendations
- N. Economic and Demographic Trends Reports

- O. Strategic Business District Plans
- P. Community Improvement District Plans and Legislation
- Q. Local Food Economic Development and Food Systems Plans
- R. Market Plans and Feasibility Studies
- S. Market Vendor Training
- T. Public Market Best Practice Recommendations

3. Project Scope

The scope of the project includes:

- A. Participation, when asked, in staff strategy sessions about the planning process. These may be in-person in Somerville or via conference calls over the phone.
- B. Participation in the public meetings, activities, and planning exercises scheduled for each neighborhood planning process as generally outlined in (a) through (f) of “Somerville by Design” (below), as required.
- C. Contribution of information, data, and/or drawings and graphics to supplement the public meetings, activities, and planning exercises scheduled for each neighborhood planning process and assist staff with preparation of presentations and final neighborhood plan. Staff will serve as the primary generator of written content and plan document production. Final versions of any written and graphic information provided by the Consultant will be delivered in high-quality, electronic format.
- D. Provision of educational, research, data analysis, and training activities as needed.

4. Sub-Consultants and Multiple Consultants

Qualification Submissions may include multiple members of individual firms, individuals (sole proprietors), multiple individuals from multiple firms, and/or any combination thereof; however the City reserves the right to utilize the services of any single person included as part of a Qualification Submission on an individual and as-needed basis.

The City will award multiple contracts and will seek to ensure that the full scope of planning and conceptual design services required will be provided by the set of approved respondents. Applicants awarded contracts will be used on an as-needed basis to supplement and support City Staff, working together as a specialized “Project Team” customized specifically for each neighborhood. The make-up of each team may be different from neighborhood to neighborhood.

5. Somerville by Design

Somerville, a City of over 70,000 residents on a little over four square miles, is located just north of Boston and Cambridge, and is experiencing significant change in recent years. With forthcoming extension of the MBTA Green Line, Somerville will soon have over 85% of its population within a ½ mile walk of a rapid transit rail station. As a result of this change, the City has developed the “SomerVision” Comprehensive Plan to implement a strategy for conserving Somerville’s close-knit neighborhoods, enhancing key corridors and squares, and transforming a 360 acre area of underutilized industrial land on the eastern fringe of the City. The SomerVision plan anticipates encouraging 30,000 new jobs and 6,000 new housing units in Somerville, with 85% of new growth in the City’s transformational areas.

The City is also rewriting the Somerville Zoning Ordinance as an in-house project to implement over 100 of the goals, policies, and actions outlined in SomerVision. To support the development of the new zoning ordinance, the City is now developing physical design-based neighborhood plans to inform the development of new and modified zoning districts along with potential map amendments. The new

zoning ordinance will be titled the “Somerville by Design” code.

With financial support from a HUD Sustainable Communities Challenge Grant, the City conducted a station area based, neighborhood planning process around three of the new stations included as part of the Green Line expansion project. These 'Somerville by Design' station area plans were the result of an innovative, charrette based public engagement effort that was able to develop a strategic vision, physical design plan, and zoning recommendations for each station area through a series of day and night meetings held over the course of a three-month time period. In 2013, the City expanded Somerville by Design to other neighborhoods including Davis Square and East Somerville. Expansion of the program into other Somerville neighborhoods is expected over the next three years.

Somerville by Design teams work differently than typical consulting projects. City staff serves as both project manager and team leader. The team is designed to answer the questions that the community wants and needs answered in order to create the specific plan. Therefore, the project scope is always changing in response to the differing needs of each neighborhood and outside consultants are asked to participate only where their individual expertise is needed. As a result, consultants focus on completing their area of expertise as a member of the Somerville by Design project team. At the end of the final meeting, the staff collects all of the material and feedback generated during the process and creates the final planning report as document developed in house. Some consultants are expected to contribute written and graphic materials for the final plan.

A typical Somerville by Design neighborhood planning process includes multiple steps with various feedback loops. It takes the 'dynamic planning process' created by the National Charrette Institute, and adds more time in between events for analysis and feedback. Most importantly, the community drives the planning process, by identifying the questions that need to be answered and supplying ideas and feedback to create a plan that has strong community consensus.

The Somerville by Design process includes the following typical schedule:

- A. Phase One (1-6 Months)
 - a. Project Team explores on-foot, surveys, photographs, collects data, and conducts historic research on the project area.
 - b. An introductory public meeting introduces the Project Team, the Somerville by Design Methodology, and important Educational Material to residents and business owners.
 - c. Web and Survey outreach is used to crowdsource ideas and identify challenges.
- B. Phase Two (3 Months)
 - a. Visioning Session(s): One or two public meetings are held where educational information is presented to the public and workshop style activities are used to gather further detail on neighborhood issues and stakeholder concerns identified in Phase One.
 - b. Design Charrette (3 Days on Average): The Project Team works on-site to do real-time planning and design problem solving including topic-based stakeholder meetings and educational work sessions, along with design studio time. At the end of the two- to three-day charrette, the project team presents all of the in-progress work at a “pin-up presentation” that is open to the public.
 - c. Open House: Refined ideas are presented to the public in an open house format where topic based stations help facilitate discussions with experts from the Project Team.
- C. Phase Three (3 Months)
 - a. The staff prepares the plan, using drawings and documents provided by the consultants and incorporating final feedback from the public gathered at the Open House.
 - b. A ‘public review’ document is released for a comment period after which the final plan is formally released.

A specific schedule will be developed for each individual Somerville by Design neighborhood planning process.

SECTION IV. STANDARD TERMS AND CONDITIONS

The following will be included in all contracts executed as a result of this RFQF.

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 **M046 001 414**.

2. GUARANTEES

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

3. 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.

4. INSURANCE

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

5. 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.

6. COMPLETE AGREEMENT

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

7. 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.

8. ASSIGNMENT

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

9. 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.

10. GOVERNING LAW

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

11. 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.

12. 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 therefrom, 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.

13. TERMINATION

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

14. 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.

15. 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.

16. PAYMENT

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract. Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

SECTION V. REQUIRED FORMS

“SOMERVILLE BY DESIGN” NEIGHBORHOOD PLANNING PROCESS, ON AN AS-NEEDED BASIS RFQF 14-79 BIDDERS CHECKLIST

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

QUALIFICATIONS DOCUMENTS

- _____ Bidder’s Checklist
- _____ Submission Quality Checklist
- _____ Signature Form
- _____ Somerville Living Wage Form
- _____ Certificate of Non-Collusion and Tax Compliance
- _____ Certificate of Signature Authority
- _____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- _____ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- _____ Reference Form (or equivalent may be attached)
- _____ Vendor Certification Form
- _____ Acknowledgement of Addenda (if applicable)

FEES DOCUMENTS

- _____ Price Submission Form

SUBMISSION QUALITY CHECKLIST

Please answer each of the following questions by checking either YES or NO. Failure to respond yes to every item will result in the rejection of your submission.

	Yes	No
Has the Applicant submitted the Qualification Submission and Price Submission Forms properly?		
Does the Qualification Submission include a Resume(s), Qualifications Narrative, Three (3) Client References, Work Samples, and all of the required forms?		
Is the Applicant capable of providing the services and/or deliverables for one or more of the Areas of Expertise described in Section III: Scope of Services to the City of Somerville?		
Does the Applicant have three (3) or more years of experience in providing similar services to other communities?		

SIGNATURE FORM

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX # _____

DATE: _____ EMAIL: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

_____ TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

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

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

NAME: _____ TITLE: _____

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



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

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

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

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

CERTIFICATIONS

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

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

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 06/27/13

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

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

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

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

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

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

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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: _____

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: www.sec.state.ma.us/corp/certificates/certificate_request.asp

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Director

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. 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.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

CERTIFICATE SHOULD BE MADE OUT TO:

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

NOTE: If 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:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
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
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

REFERENCE FORM

Bidder: _____

IFB Title: # 14-06CD Waste Transfer Station - Demolition

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

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

TIN

Signature

Printed Name of Person signing

Company

Date



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



RFQF PRICE SUBMISSION FORM
(to be submitted in a separately sealed envelope as described in Section I.)

Please list fee/rate proposals for all primary and sub-consultants included as part of the corresponding Qualifications Submission. The list of deliverables and corresponding price per unit may be expanded for each consultant by attaching a separate list to this form. At least one pricing option (i.e. hourly rate, daily rate, or per deliverable rate), as appropriate for the service you propose to offer, must be filled out on this form.

Name: _____

Hourly Rate: \$ _____

Daily Rate: \$ _____

Deliverables (list by type)

(): \$ _____/unit

(): \$ _____/unit

Name: _____

Hourly Rate: \$ _____

Daily Rate: \$ _____

Deliverables (list by type)

(): \$ _____/unit

(): \$ _____/unit

Name: _____

Hourly Rate: \$ _____

Daily Rate: \$ _____

Deliverables (list by type)

(): \$ _____/unit

(): \$ _____/unit

The undersigned certifies under penalties of perjury that this quote 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

Print Name

Date

Title

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: Start date to End Date

Contract For: Goods and/or Supplies Furnished

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

ACCORDING TO THE SCOPE OF WORK CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
VENDOR NAME
ADDRESS
CITY, STATE, ZIP CODE
PHONE #**

This Contract made this 21st day of May 25, 2004, 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: _____;

(hereinafter, the "supplies/services"): and

WHEREAS, the City has followed an formal sealed bid procedure to solicit competition pursuant to G.L. c. 30B, §5, (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 C, Scope of Services/Specifications, attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by _____ (the "Completion Date"). If this Contract is for Supplies, the

Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.

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

B. Delivery (Applicable to Supplies Only).

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$ for Services rendered and/or Supplies received as specified in **Appendix C**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.
3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

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

be paid.

2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of its corporate structure; or
7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
 - (l) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,

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

B. Termination Upon Default.

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

C. Termination For Convenience.

- 1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
- 2. If the Contract is terminated under this subsection, the Vendor shall be

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

D. Obligations Upon Termination.

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

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

E. Rights and Remedies.

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

3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

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

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the

Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **M046 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: _____

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

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 – Notice to Proposers/Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Work

Appendix D – Insurance

Appendix E – Additional Terms & Conditions

Appendix F – Somerville Living Wage Ordinance

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

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

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

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: Corporation, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: President (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to

contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # [REDACTED]. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended 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 _____.

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

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

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

CITY OF SOMERVILLE

I hereby certify that the total contract amount 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.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Rositha Durham
Purchasing Director

Department Head

APPROVED AS TO FORM:

John Gannon
City Solicitor

VENDOR

Vendor Name

X_____
Signature of Authorized Agent

Printed Name of Authorized Agent of

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

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

Clerk's Signature

Print or Type Clerk's Name