

**SOLICITATION FOR:
Consulting Services in Support of the Development of a Historic Preservation Plan
RFQF 15-100**



CITY OF SOMERVILLE, MASSACHUSETTS

**RELEASE DATE: 4/29/2015
QUESTIONS DUE: 5/5/2015 by 12PM EST
DUE DATE AND TIME: 5/12/2015 by 11AM EST**

Anticipated Contract Award	5/15/2015
Est. Contract Commencement Date	6/1/2015
Est. Contract Completion Date	9/30/2015

**DELIVER TO:
City of Somerville
Purchasing Department
Attn: Michael Richards
Procurement Analyst
mrichards@somervillema.gov
93 Highland Avenue
Somerville, MA 02143**

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

**BIDDING INSTRUCTIONS FOR
Consulting Services in Support of the Development of a Historic Preservation Plan
Bid No. RFQF 15-100**

**Enclosed you will find a request for qualifications and fee (RFQF) for:
Consulting Services in Support of the Development of a Historic Preservation Plan**

The City of Somerville is seeking to procure a consultant to support the development of Somerville's first-ever Historic Preservation Plan, which will build on the City's 2010 Comprehensive Plan, [SomerVision](#), and guide the City in its allocation of [Community Preservation Act](#) (CPA) funding. This effort will be funded and administered by the Community Preservation Committee (CPC) and managed by the City's CPA Manager.

The selected consultant will work collaboratively with a team of three other individuals to develop the Historic Preservation Plan. The contract will commence as soon as possible and continue through September 2015. The City has established a budget for the contract not to exceed \$12,500.

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope.
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Proposer must be an Equal Opportunity Employer.
- The signature of the Proposer's authorized official(s) must be provided on all the proposal forms.
- All information in the Proposer's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Proposers should not make claims to which they are not prepared to commit themselves contractually.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **4/29/2015** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.

1.2 Submission Instructions

Please submit two sealed envelopes, all within one sealed packaged, with the following contents and marked in the following manner:

Contents of Envelope	Marked As
Envelope 1 Qualifications Proposal: Shall Include one (1) original and three (3) copies.	To Be Marked: Qualifications Proposal Consulting Services in Support of the Development of a Historic Preservation Plan RFQF 15-100
Envelope 2 Fee Proposal: Shall Include one (1) original and one (1) copy.	To Be Marked: Fee Proposal Consulting Services in Support of the Development of a Historic Preservation Plan RFQF 15-100
Please send the complete sealed package to the attention of :	Michael Richards Procurement Analyst Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

(Note: Massachusetts General Laws, Chapter 30B requires that fee proposals must be separate from qualifications proposals. Therefore, please make no reference to pricing in the qualifications proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place. Late proposals will not be considered, and will be returned.)

1.3 Questions

Questions are due: 5/5/2015 by 12PM EST

Questions concerning this solicitation must be mailed or hand delivered in writing to:

Michael Richards
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

mrichards@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Proposers who received this solicitation through the Purchasing Department. Proposers are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the

responsibility of the Proposer to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is:

[http://www.somervillema.gov/departments/finance/purchasing/bids.](http://www.somervillema.gov/departments/finance/purchasing/bids)

If any proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that proposer will be disqualified immediately.

1.4 Bidding Schedule

Key dates for this Request for Qualifications and Fee:

RFQF Issued	4/29/2015
Deadline for Submitting Questions to RFQF	5/5/2015 by 12PM EST
Proposals Due	5/12/2015 by 11AM EST
Anticipated Contract Award	5/15/2015
Est. Contract Commencement Date	6/1/2015
Est. Contract Completion Date	9/30/2015
Responses must be delivered by 5/12/2015 by 11AM EST to:	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143

1.5 Requirements for Qualification Submission

- A. Resume for each project staff member
- B. Qualifications narrative for each project staff member
 - Identify all areas of expertise in which each individual has successful experience related to the services and/or deliverables described in Section 2.0: Scope of Work.
- C. 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.
 - The name, address and telephone number of each client reference.
 - A description of the work performed under each contract.
 - A description of the nature of the relationship between proposer and the reference.
 - The dates of performance.
- D. Work samples

- Qualification Submissions should include a portfolio of work samples that are representative of the services and/or deliverables described in Section 2: Scope of Work.
- If applicable, label each work sample with the name of the individual(s) responsible for the deliverable.
- 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.

Required forms – See Section 6.0

1.6 Requirements for Fee Submission

When submitting your response to the RFQF, please include one (1) original Price Submission Form and two (2) copies. These must be provided in a separate envelope from the Qualification Submission.

1.7 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: Historic Preservation Plan Consultant (Qualifications)**” or “**RFQF Modification: Historic Preservation Plan Consultant (Fee)**.”

SECTION 2.0

SPECIFICATIONS/SCOPE OF SERVICES

2.1 Background

Somerville is a City of nearly 80,000 residents and just over four square miles located north of Boston and Cambridge. The City has seen significant changes in recent years, which are set to continue with the forthcoming extension of the MBTA Green Line. To guide this change, the City developed [SomerVision](#), a 20-year comprehensive plan which lays a strategy for conserving Somerville's close-knit neighborhoods, enhancing key corridors and squares, and transforming underutilized industrial land on the eastern edge of the City. SomerVision calls for 30,000 new jobs, 6,000 new housing units, and 125 acres of new open space in Somerville, with 85% of new growth in the City's transformational areas.

The change underway in Somerville and SomerVision highlight the need for a comprehensive Historic Preservation Plan that will identify and evaluate Somerville's historic resources and devise creative strategies for protecting them. The passage of the Community Preservation Act (CPA) in November 2012 underscored this need by creating a new funding stream of at least \$1.5 million per year for historic resources, affordable housing, and open space and recreation projects.

The [Community Preservation Committee](#), established in 2014, is responsible for making recommendations to the City's legislative body for distributing this new funding source through a competitive application process. These recommendations are based on priorities established in the Committee's [Community Preservation Plan](#), which is heavily informed by the City's existing planning documents, including SomerVision, the Open Space and Recreation Plan, and the Housing Needs Assessment. As Somerville does not have a Historic Preservation Plan, the Committee lacks a comprehensive resource to guide its prioritization of historic resources projects and initiatives.

The Community Preservation Committee, though the City of Somerville, therefore seeks a consultant to support the development of a comprehensive, data-driven, and action-oriented Historic Preservation Plan to inform the City about its historic resources, improve the preservation of these resources, and guide the allocation of CPA funding for historic resources.

2.2 Project Team

The consultant will work collaboratively with a team of three other individuals:

- a. Emily Monea, Community Preservation Act Manager, will serve as the Project Manager. She will oversee the development of the Plan to ensure it meets the City's quality expectations and is delivered on time and on budget and will serve as a liaison between the team members and relevant City staff, committees, commissions, and boards.
- b. Amie Hayes, Historic Preservation and Community Consultant and former Planner and staff to the Historic Preservation Commission for the City of Somerville, will

serve as the Research Director for the Plan, overseeing content development and providing Somerville-specific historic preservation and planning expertise.

- c. Sarabrent McCoy, part-time Historic Preservation Plan Intern, will support the development of the plan primarily through data collection and analysis, mapping, targeted research, and design/layout using InDesign. She will also assist with writing and editing.

Staff from the City's Planning Division and Jillian Adams, Historic Preservation Commission member, will also serve as advisors for the project.

2.3 Scope of Work

The City is seeking a consultant with experience or expertise in the following areas:

- a. Historic preservation planning on a neighborhood or city-wide scale
- b. Community engagement and education
- c. Working in an urban context
- d. Working with municipalities
- e. Rehabilitation/restoration planning and/or project management
- f. Working with historic property owners and/or developers

The consultant will collaborate with the project team members to develop the Plan. A draft Plan outline and project schedule are available below.

SomerStory: Building on the Past to Plan for the Future DRAFT Outline

Part I: Introduction

1. Introduction (Monea)
2. Executive summary (Consultant)
3. Methodology (Hayes)

Part II: Building on the Past

4. Development history of Somerville (Consultant)
 - a. Somerville Today (Hayes)
5. Municipal Planning and Policy (Hayes)
 - a. Municipal Structure and Policy
 - b. Preservation Planning Efforts
 - c. Existing Planning Documents
6. Somerville's Historic Resources
 - a. Data Collected (McCoy)
 - b. Data Analysis (Hayes)

Part III: Planning for the Future

7. Public Perception (Consultant)

8. Recommendations (Consultant)
9. Action Plan (Consultant)

Somerville Historic Preservation Plan DRAFT Project Schedule			
	Service/Deliverable	Lead team member	Deadline
Phase 1: late April to early May Refine outline & project schedule	First draft outline & project schedule	Hayes	5/1/2015
	Revised outline & project schedule	Hayes	5/8/2015
Phase 2: mid-May to June Review & analysis	First draft <i>Municipal Structure & Policy</i>	Hayes	6/19/2015
	First draft <i>Preservation Planning Efforts</i>	Hayes	6/19/2015
	First draft <i>Existing Planning Documents</i>	Hayes	6/19/2015
	First draft <i>Data Collected</i>	McCoy	6/19/2015
	First draft <i>Analysis of Data</i>	Hayes	6/19/2015
	Revised draft <i>Municipal Structure & Policy</i>	Hayes	6/26/2015
	Revised draft <i>Preservation Planning Efforts</i>	Hayes	6/26/2015
	Revised draft <i>Existing Planning Documents</i>	Hayes	6/26/2015
	Revised draft <i>Data Collected</i>	McCoy	6/26/2015
	Revised draft <i>Analysis of Data</i>	Hayes	6/26/2015
Phase 3: July Development History & Begin Public Engagement	First draft <i>Development History of Somerville</i>	Consultant	7/24/2015
	First draft <i>Somerville Today</i>	Hayes	7/24/2015
	Revised draft <i>Development History of Somerville</i>	Consultant	7/31/2015
	Revised draft <i>Somerville Today</i>	Hayes	7/31/2015
	First public engagement meeting	Consultant	7/31/2015
Phase 4: August Public Engagement & Recommendations/Action Plan	Second public engagement meeting	Consultant	8/7/2015
	Third public engagement meeting	Consultant	8/14/2015
	First draft <i>Public Perception</i>	Consultant	8/21/2015
	First draft <i>Methodology</i>	Hayes	8/21/2015
	First draft <i>Recommendations and Action Plan</i>	Consultant	8/21/2015
	Revised draft <i>Public Perception</i>	Consultant	8/28/2015
	Revised draft <i>Methodology</i>	Hayes	8/28/2015
	Revised draft <i>Recommendations and Action Plan</i>	Consultant	8/28/2015
Phase 5: September Complete Plan	Draft of complete plan with exec. summary, visuals, and appendices	Team	9/11/2015
	Final plan	Team	9/22/2015
	Presentation to CPC	Consultant & McCoy	9/23/2015

The consultant will be the lead team member on the following services and deliverables:

- A. Development History of Somerville.** The consultant will review and summarize the development history of Somerville. As a part of this effort, the consultant will:
 - a. Review research and analysis conducted to date and conduct and/or oversee additional research and analysis as needed
 - b. Write the *Development History of Somerville* section (first draft due 7/24/2015)
 - c. Revise the *Development History of Somerville* section as needed upon review by project team members (revised draft due 7/31/2015)
- B. Public Engagement.** The consultant will lead a [Somerville by Design](#) public engagement effort tailored to this project to:
 - a. Gather information on the public's understanding and perception of Somerville's historic resources and historic preservation efforts
 - b. Educate the community about Somerville's historic resources and historic

- preservation concepts and best practices
- c. Identify community priorities around historic preservation in Somerville, including which historic resources are the most important, preferable strategies for protecting Somerville's historic resources, and how CPA historic resources funding should be invested

As a part of this effort, the consultant will:

- a. Hold at least three (3) public meetings, using an adapted version of the Somerville by Design methodology
- b. Conduct at least one survey, in a format to be determined with the project team
- c. Collaborate with the project team on a social media engagement strategy
- d. Write the *Public Perception* section (first draft due 8/21/15)
- e. Revise the *Public Perception* section as needed upon review by project team members (revised draft due 8/28/15)

C. Recommendations and Action Plan. The consultant will develop a set of action-oriented, data-driven recommendations to improve Somerville's historic preservation efforts. These recommendations must be specific to Somerville's unique context and each should include detailed implementation steps. At a minimum, each implementation step will identify the primary agent(s) responsible for implementation, a timeline, and potential barriers to implementation. As a part of this effort, the consultant will:

- a. Research and identify best practices in historic preservation and successful historic preservation efforts and initiatives in other communities
- b. Analyze whether potential solutions will work in Somerville and/or how to adapt them to Somerville
- c. To the extent possible, begin implementing or provide a starting point for implementing the recommendations
- d. Write the *Recommendations* section (first draft due 8/21/2015)
- e. Develop a year-by-year *Action Plan* that synthesizes recommendations and implementation steps in an easy-to-understand format (see, for example, the action plan in the [Gilman Square Station Area Plan](#)) (first draft due 8/21/2015)
- f. Revise the *Recommendations* section and *Action Plan* as needed upon review by project team members (revised draft due 8/28/2015)

D. Plan Review. The consultant will review the Plan throughout its development for accuracy, completeness, and quality and will support the project team in delivering a complete and final product by September 22, 2015.

E. Team Collaboration. The consultant will be available:

- a. For a kick-off meeting with the project team
- b. For meetings or phone calls with project team members as needed
- c. To answer emails from project team members
- d. To perform additional targeted research, analysis, or writing tasks as needed

F. External Meetings. The consultant will attend:

- a. Two (2) Community Preservation Committee meetings, one at the start of his/her contract and one to present the final Plan (target meeting of September 23, 2015).
- b. One (1) Historic Preservation Commission meeting

- c. Stakeholder meetings as needed

The consultant's anticipated work by project phase is as follows:

Phase 1 (late April to early May): none (prior to anticipated contract commencement date)

Phase 2 (mid-May to June)

- a. Kick-off meeting with project team
- b. Review Plan sections developed to date
- c. Begin reviewing and researching the development history of Somerville (to the extent possible given final contract commencement date)
- d. Begin planning for public engagement effort (to the extent possible given final contract commencement date)
- e. Team collaboration as needed
- f. Stakeholder meetings as needed

Phase 3 (July)

- a. Complete Development History of Somerville, including writing and revising the *Development History of Somerville* section
- b. Continue public engagement effort, including holding first public engagement meeting
- c. Begin developing recommendations
- d. Review Plan sections developed to date
- e. Attend Community Preservation Committee meeting
- f. Attend Historic Preservation Commission meeting
- g. Team collaboration as needed
- h. Stakeholder meetings as needed

Phase 4 (August)

- a. Continue public engagement effort, including holding second and third public engagement meetings and writing and revising the *Public Perception* section
- b. Develop recommendations and action plan, including writing and revising the *Recommendations* and *Action Plan* sections
- c. Review Plan sections developed to date
- d. Team collaboration as needed
- e. Stakeholder meetings as needed

Phase 5 (September)

- a. Collaborate with project team to deliver a final Historic Preservation Plan by September 22, 2015.
- b. Team collaboration as needed
- c. Stakeholder meetings as needed
- d. Present Plan to Community Preservation Committee

2.4 Project Progress to Date

To date the team members have completed substantial data collection and analysis for the project, including but not limited to:

- a. Created a database of all surveyed properties with information on survey quality, survey year, building style, construction date, and alterations and formatted for GIS mapping
- b. Developed evaluation criteria for existing building, bridge, and area surveys and evaluated all of the City's 1200+ surveys
- c. Georeferenced historic maps and extracted spatial data on the growth of road and rail networks, neighborhoods, and building stock at 25-year intervals since 1852
- d. Began analyzing spatial relationships between neighborhoods, building stock, and road and rail networks as they grew and changed over time
- e. Inventoried historic maps

SECTION 3.0 SELECTION PROCESS

3.1 Evaluation Committee

All submissions will be evaluated by a selection committee whose members will be designated by the Purchasing Agent. The selection committee will rank all candidates based on qualifications, without regard to the fee, after which the committee will open the fee proposal envelope and 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 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, and the timeliness of services provided / deliverables submitted.

3.2 Evaluation Criteria without Regard to Fee

The selection 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 Quality Submission, the selection 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.

3.3 Comparative Evaluation Criteria

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

Comparative Evaluation Criteria		Maximum Score	Actual Score
1	Experience and Professional Qualifications, as demonstrated by the applicant in providing services and/or deliverables representative of those outlined in Section III: Scope of Work.	30	
2	Quality of Work, as demonstrated by work samples supplied by the applicant that are representative of the services and/or deliverables similar to those described in Section III: Scope of Work.	30	
3	Quality of Client References provided, as demonstrated by positive references that the applicant is responsive and responsible.	20	
4	Capacity and Timeliness, as demonstrated by whether the applicant demonstrates 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

SECTION 4.0

RULE FOR AWARD

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as the proposed rates and pricing for such work. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible proposer (or, for a contract requiring payment to the City, the apparent highest responsive and responsible proposer).

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. 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 when responding to the RFQF.

SECTION 5.0
RFQF PRICE SUBMISSION FORM
(to be submitted in a separately sealed envelope)

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

RFQF 15-100 Consulting Services in Support of the Development of a Historic Preservation Plan

Please list fee/rate proposals for all primary and sub-consultants included as part of the corresponding Qualifications Submission.

Name: _____

Hourly Rate: \$ _____

Name: _____

Hourly Rate: \$ _____

Name: _____

Hourly Rate: \$ _____

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

SECTION 6.0
FORMS

Consulting Services in Support of the Development of a Historic Preservation Plan RFQF
15-100

PROPOSERS' 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 Proposal

- _____ Acknowledgement of Addenda (if applicable and non-price related)
- _____ Certificate of Non-Collusion and Tax Compliance
- _____ Certificate of Signature Authority
- _____ Reference Form (or equivalent may be attached)

Fee Proposal

- _____ Acknowledgement of Addenda (if applicable and price related)
- _____ Price Summary Page



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: _____

REFERENCE FORM

Bidder: _____

IFB Title: _____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

APPENDIX A
SAMPLE CONTRACT

Professional Services Agreement
By And Between
The City Of Somerville

Acting Through Its Purchasing Department

For : end user department

Contract # _____

Contract Amount \$

Purchase Order # A _____

P.O. Amount \$ _____

Bid # 05-04

Contract Period: mm/dd/yyyy to mm/dd/yyyy

Contract For: service description

Vendor: name
address
city, MA zip
phone

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

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

This Contract made this datest day of month 2004, by the City of Somerville,
acting through its Purchasing Department (hereinafter, the "City") and vendor
(hereinafter, the "Vendor").

WHEREAS, the City seeks the following services: describe services;
(hereinafter, the "Services"); and

WHEREAS, the City has followed the bidding procedures required by G.L. c.
30B, §5 for bids 6 for proposals, (See Appendix A - Notice to
Bidders/Advertisements and IFB or RFP No. bid no. attached and made a part
hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible or
highly advantageous 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 contract end 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 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 \$contract price for Services rendered and/or Supplies received as specified in Appendix C.

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

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

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

C. Invoicing.

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

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

ARTICLE IV. DEFAULT: TERMINATION: REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or

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

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default

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

C. Termination For Convenience.

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

D. Obligations Upon Termination.

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

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

E. Rights and Remedies.

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

- c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
- d) pursue remedies under any bond provided; and
- e) pursue such other local, state and federal actions and remedies as may be available to the City.

2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.

3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.

4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

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

ARTICLE VI. GENERAL PROVISIONS

A. Governing Law. This Contract shall be governed by the laws of the

Commonwealth of Massachusetts.

- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-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:

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 Bidders/Copy of Ad

Appendix B – Price Page

Appendix C – Scope of Services

Appendix D – Insurance

Appendix E – Living Wage Ordinance

Appendix F – Certificate of Good Standing

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: insert fid no. 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 insert text box
from next page
delete remaining text boxes

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 of Vendor

name of vendor signatory
Printed Name of Authorized Agent of Vendor

signatory title
Title of Authorized Agent of Vendor

signatory address
Street Address of Vendor

city, state zip
City, State and Zip

vendor fid no
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