

CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL DEPARTMENT
42 CROSS STREET
SOMERVILLE, MA 02145
BIDDING INSTRUCTIONS FOR **BID #S2015-03**

Enclosed you will find an invitation to bid for:

Staff and Student Mediation Services

When submitting bid, please identify bid clearly.

"Bid #S2015-03" "Staff and Student Mediation Services", "10:00 am, Wednesday, April 9, 2014" on the outside of your sealed bid.

BID SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award.

VERY IMPORTANT

WHEN SUBMITTING BID DOCUMENT, PLEASE RETAIN ORDER OF DOCUMENTS AS ORIGINALLY PROVIDED.

Form #2 "Notice to Bidders" signed by authorized designee.

Form #3 "Signature Form" completed by authorized designee.

Form #4 "Somerville Living Wage Ordinance Form" signed by authorized designee.

Form #5A "Non-Collusion Form and Tax Compliance Certificate" signed by authorized designee.

Form #19B "CORI Certification Form" signed by authorized designee.

NOTE: IF VENDOR IS INCORPORATED - SEE ATTACHED "GOOD STANDING FORM".

Please review and return with your sealed bid as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

CERTIFICATE OF GOOD STANDING

TO: VENDOR
FROM: SCHOOL DEPARTMENT
RE: **CURRENT GOOD STANDING FORM**

The **AWARDED VENDOR** must comply with our request for a **CURRENT "CERTIFICATE OF GOOD STANDING"**.

If you require information on how to obtain the Good Standing Certificate or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office, Order Room for Corporations at **(617) 727-2850** (Press #1) located at One Ashburton Place, 17th Floor, Boston, MA or you may access their web site at: www.MA.GOV/SEC/COR.

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 Good Standing Certificate from your state of incorporation.

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

IMPORTANT NOTICE

Requests for Certificates in 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 original Certificate of Good Standing to the School Department, Finance Office.

Thank you,

Patricia Durette,
Finance Director

NOTICE TO BIDDERS
BID NO. S2015-03

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

SECTION A. Sealed bids for: **Staff and Student Mediation Services** will be received at the office of the Finance Director, Somerville School Department, 42 Cross Street, Somerville, Middlesex County, MA 02145 no later than **10:00 am on Wednesday, April 9, 2014** at which time and place they will be publicly opened and read.

SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Thursday, March 20, 2014**.

SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No. #S2015-03" "Staff and Student Mediation Services", "10:00 am on Wednesday, April 9, 2014"**.

SECTION D. If awarded vendor is incorporated in Massachusetts, vendor will be required to supply with contract a current copy of "Certificate of Good Standing" or copy of application for same and copy of check for filing application fee. If awarded vendor is incorporated outside of Massachusetts, vendor must supply with contract, either a copy of Massachusetts "Certificate of Registration" form, or a copy of the "Certificate of Good Standing" from the state of incorporation, or a copy of application for same and copy of check for filing application fee. **FAILURE TO SUPPLY CERTIFICATE OR EVIDENCE OF APPLICATION OF SAME WITH CONTRACT WILL CAUSE THE BID TO BE DISQUALIFIED.**

SECTION E. The copy of the bid deposited with the Assistant Superintendent will be accompanied by a bid guarantee in the amount of: **N/A.**

Bid guarantees will be returned within 10 days to all unsuccessful bidders. Bid Bond, Certified Treasurer's or Cashier's Check is to be payable to become the property of the City of Somerville if the bid is accepted and the successful bidder either neglects or refuses to comply with the terms of the bid.

SECTION F. A Performance Bond in the amount of **\$ N/A.**
A Payment Bond in the amount of **\$ N/A.**

INSURANCE:

Worker's Compensation.

See Form 19A.

Professional Liability – Errors & Omissions

See Form 19A.

Automobile Liability Insurance.

See Form 19A.

General Liability Insurance.

See Form 19A.

SECTION G. The requirement in Section E or F will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.

SECTION H. Deliveries are to be made upon receipt of a signed Purchase Order to the address specified.

SECTION I. The Finance Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.

SECTION J. The City reserves the right to cancel a contract if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days or receipt of contract.

SECTION K. Contract will run from **July 1, 2014** until **June 30, 2017 (three (3) year contract)**.

SECTION L. Questions concerning this invitation for bid must be in writing to: Patricia Durette, Finance Director, School Department, 42 Cross Street, Somerville, MA 02145 not less than ten (10) working days prior to scheduled bid opening date.

SECTION M. If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB.

NOTE

Firm: _____

By: _____ Title: _____

Date: _____

Tel. No. _____ Fax: _____

SPECIFICATIONS

Mediation Program Services for staff and students.

1. Provide a full time mediation program at Somerville High School that is staffed with two full time professional mediators (Director and Staff Mediator) so as to provide a full time on-site mediation program and that provides mediation, intervention and prevention services.
2. Provide an extension to the mediation program in the Somerville Elementary Schools that is staffed by two full time professional Staff Mediators to provide part-time mediation programs at five (5) elementary Schools. Provide mediation services to the other elementary schools.
3. Recruit and train Somerville High School students to act as peer Mediators. Recruit and train elementary students to act as peer mediators.
4. Provide a twenty-four (24) hour training program for SHS peer mediators. Provide an eighteen (18) hour training program for elementary peer mediators. Provide all training materials. Conduct evaluations or peer trainees before and after training.
5. Provide ongoing assessment of mediators after each mediation session.
6. Schedule and supervise all mediation sessions, conduct intake and provide assessment for all cases, follow-up on all agreements to assure adherence, and renegotiate agreements with involved parties, if necessary.
7. Provide mediation strategies training to staff and specialists in the Somerville Elementary Schools.
8. Provide mediation services to staff.
9. Collaborate with administrators, faculty, staff, students and parents of the Somerville High School and Somerville Elementary Schools in dispute referrals and in all necessary interactions to resolve issues and reach agreement.
10. Provide written documentation of services rendered, time allocations, progress reports showing numbers and types of disputes settled and/or handled by January 31 and June 30 of the school year.
11. Provide a suitable site in Somerville from which to coordinate mediation services to students and staff of the Somerville Public Schools.
12. Additional services may be provided pending funding to be billed at the same rate of pay.

PROPOSAL PAGE

SOMERVILLE SCHOOL DEPARTMENT MEDIATION PROGRAM SERVICES FOR
STAFF AND STUDENTS SOMERVILLE, MASSACHUSETTS 02143

Please refer to the Specification page for additional required details to properly formulate
your quotation.

MEDIATION PROGRAM total annual cost \$ _____/year

SIGNATURE OF PERSON COMPLETING IFB:

TITLE _____

VENDOR NAME _____

DATE: _____

Total annual cost of the contract is not to exceed \$250,000.00.

TERMS AND CONDITIONS

1. **FREIGHT ON BOARD (F.O.B.)**

All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" or any other department location doing business for the City of Somerville in need of such services.

2. **UNIT PRICE**

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

3. **PRICE REDUCTION**

It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.

4. **BID BOND**

A Bid Bond, Cashier's Check or a Certified Check made payable to the City of Somerville as a deposit of good faith in an amount not less than the amount specified in the "Notice to Bidders", may be required of each bidder on all bids, and if so required, the "Notice to Bidders" shall so specify. All bids not accompanied by such deposits where required will be rejected. The City reserves the right to reject a Bid Bond as insufficient.

5. **BONDS**

Where required, the successful bidder shall furnish a satisfactory Performance Bond and/or Payment Bond within ten (10) calendar days after notification of the bid award. Failure to furnish required Bonds within the period specified may be cause for rejection of the bid and any deposit may be retained by the City of Somerville.

6. **INTERPRETATION OF SPECIFICATIONS/TERMS**

Any prospective bidder requesting an interpretation of existing specifications of terms and conditions must do so not less than ten (10) calendar days prior to scheduled bid opening date. All requests are to be in writing to the School Department and are to be in duplicate.

7. **CANCELLATION OF BID**

To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Finance Director. Correction or modifications must be sealed when submitted.

TERMS AND CONDITIONS (CON'T)

8. **SAMPLES**

The qualified low bidder will be required to submit samples upon request of the Finance Director. Acceptable samples will be determining factor in the vendor selection process.

9. **FINANCIAL AND OPERATIONAL INFORMATION**

By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.

10. **PAYMENT**

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

11. **DOCUMENTATION**

Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.

12. **EXTENSION OF CONTRACT**

The City reserves the right to extend this contract for a maximum not to exceed ninety (90) days or twenty-five percent (25%) of the contract value at the sole discretion of the Finance Director.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENT FOR AWARDED VENDOR ONLY:

Prior to commencing performance of the Contract, the Vendor shall furnish to the School Department a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

General Aggregate	<u>\$2,000,000</u>	Each Occ.	<u>\$1,000,000</u>
Products - Comp/OP Agg.	<u>\$1,000,000</u>	Fire Damage	<u>\$ N/A</u>
Personal Injury	<u>\$1,000,000</u>	Medical Exp	<u>\$ N/A</u>

B. ERRORS & OMISSIONS (PROFESSIONAL LIABILITY)

General Aggregate	<u>\$2,000,000</u>	Each Occ.	<u>\$1,000,000</u>
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C. SEXUAL ABUSE/CHILD MOLESTATION

General Aggregate	<u>\$2,000,000</u>	Each Occ.	<u>\$1,000,000</u>
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D. COVERAGE FOR PAYMENT OF WORKERS' COMPENSATION BENEFITS
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN
THE AMOUNT AS LISTED BELOW:

E. WORKERS' COMPENSATION - EMPLOYER'S LIABILITY STATUTORY

F. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY	<u>\$50,000 - \$100,000</u>
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1. A contract will not be executed unless a certificate(s) of insurance evidencing the 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 Certificates of Insurance shall state that the City of Somerville shall receive **30 days notice prior to cancellation** of any or all insurance coverage.
4. All applicable insurance policies shall read:

**"CITY OF SOMERVILLE" AS AN ADDITIONAL INSURED. CERTIFICATE
SHOULD BE MADE OUT TO:**

CITY OF SOMERVILLE
SCHOOL DEPARTMENT
181 WASHINGTON STREET, 2ND FLOOR
SOMERVILLE, MA 02143

**NOTE: IF DURING TERM OF THIS CONTRACT YOUR INSURANCE EXPIRES,
YOU SHALL BE RESPONSIBLE FOR SUBMITTING A NEW CERTIFICATE(S)
COVERING THE PERIOD OF THIS CONTRACT. NO PAYMENT WILL BE
MADE ON A CONTRACT WITH AN EXPIRED INSURANCE CERTIFICATE(S).**

**CITY OF SOMERVILLE
SCHOOL DEPARTMENT
SIGNATURE FORM**

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ DATE: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL: _____

NAME: _____ 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:

CITY OF SOMERVILLE
LIVING WAGE ORDINANCE # 1999-1

TO: ALL VENDORS

FROM: PURCHASING DEPARTMENT
CITY OF SOMERVILLE

ENCLOSED IS A SUMMARY OF ORDINANCE # 1999-1 "THE LIVING WAGE" PASSED BY THE BOARD OF ALDERMEN IN THE CITY OF SOMERVILLE.

PLEASE READ VERY CAREFULLY. YOUR SIGNATURE IS REQUIRED ON THE COMPLIANCE FORM INCLUDED.



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

Form: _____
Contract Number: _____

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

Form: _____
Contract Number: _____

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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.



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: _____

CRIMINAL OFFENDER RECORDS INFORMATION
("CORI") CERTIFICATION

I, _____, hereby certify that I conducted
(name, job title)

CORI checks pursuant to G.L.c. 6, § 172, on all personnel employed by

_____ who will interact with children in any manner
(name of vendor)

pursuant to this contract and no such employee has a record of misdemeanor or felony convictions.

Duly Authorized Agent (Vendor)