



**JOSEPH A. CURTATONE**  
**MAYOR**

## **CITY OF SOMERVILLE, MASSACHUSETTS**

**Department of Purchasing**

**[purchasing@Somervillema.gov](mailto:purchasing@Somervillema.gov)**

**July 13, 2015**

**REQUEST FOR PROPOSAL # 16-04**

**RFP – Electronic Optical Scanning Vote Tabulators and Related**

**2015-2016**

# CITY OF SOMERVILLE, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@Somervillema.gov](mailto:purchasing@Somervillema.gov)

### REQUEST FOR PROPOSAL (RFP) #16-04

## Electronic Optical Scanning Vote Tabulators and Related

### Electronic Optical Scanning Vote Tabulators and Related

#### **DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for Electronic Optical Scanning Vote Tabulators and Related for the City of Somerville Elections Department, comparative judgments of technical factors, in addition to price, will be necessary. This proposal is being sought to insure that the best services available for Electronic Optical Scanning Vote Tabulators and Related are received by the City of Somerville and its employees at competitive costs.

#### **INTRODUCTION**

Sealed proposals for the Purchase and delivery of the above will be received in the Purchasing Department, City of Somerville City Hall, 93 Highland Ave., Somerville, MA 02143 until **July 30, 2015 at 11 AM**, at which time all proposals received will be recorded. No proposals will be accepted after the time and date specified. This is not a public opening.

1. There will not be a scheduled bidder's conference however; all questions must be submitted to Orazio P. DeLuca, Contract Manager, City of Somerville, at [odeluca@somervillema.gov](mailto:odeluca@somervillema.gov) no later than **4:00 p.m. Wednesday, July 22**. Answers will be provided by addendum via email.
2. The proposer must submit their proposal in separate sealed envelopes bearing on the outside the name and address of the Proposer, addressed to the Contract Manager, Purchasing Department, City Hall, Somerville, MA 02143. **The Five (5) Copies** of the Technical Proposal must be properly filled out, signed, sealed and endorsed: "Electronic Voting Machines – Technical Proposal". **The one (1) copy** of the Price Proposal must be properly filled out, signed, sealed and endorsed: "Electronic Voting Machines – Price Proposal".
3. Telephone responses, emailed and faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of proposals not properly marked.
4. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as informal by the Procurement Officer.
5. The Proposer will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts and of the City of Somerville.
6. All submitted proposals and associated price quotes must be guaranteed to the City of Somerville for a period of thirty (30) days from the date of the proposal opening. If a contract is to be awarded as a result of this RFP, it will be awarded within the thirty (30) day time period.

7. As provided by Massachusetts General Law, Chapter 64H, §6(d), purchases made by the City of Somerville are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.
8. The City reserves the right to reject any and all proposals, and to make awards in a manner deemed in the best interest of the City.
9. The Proposer will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Purchasing Agent.
10. All proposal prices stated must be firm. The purchase of these machines will be dependent upon Funding Approval by the Board of Alderman, City of Somerville.
11. Before submitting a proposal, each proposer must make a careful study of the specifications contained in this Request for Proposal document and fully assure themselves as to the quality, quantity and type of services/product that the City is seeking to procure.
12. The proposal for this work must cover all contingencies, including all labor and materials, transportation, etc., necessary for the purchase and delivery/execution of the services/product required by the City of Somerville.
13. If proposers have any questions to ask about specifications or terms of this Request for Proposals, they must be submitted either by mail, fax or email to [odeluca@somervillema.gov](mailto:odeluca@somervillema.gov) no later than 4:00 p.m., Wednesday, July 22, 2015. No further consideration will be given after the proposal opening. A proposer may correct, modify or withdraw a proposal by written notice received in the Office of the Purchasing Agent, prior to the time and date set for receiving of all proposals.
14. The machines will be purchased from the awarded vendor via City of Somerville Purchase Order, upon funding approval by the Board of Alderman, City of Somerville.
15. The specifications as detailed under part entitled TECHNICAL PROPOSAL SPECIFICATIONS shall constitute a part of the contract of purchase, as well as all conditions listed within.

## KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued	Monday, July 13, 2015
Deadline for submitting questions on RFP	Wednesday, July 22, 2015 – 4:00 PM
Proposals due, proposals screened, evaluations begin	Thursday, July 30, 2015 – 11:00 AM
Anticipated Contract Award	Friday, August 15, 2015
Services commence	October 1, 2015

## **PROPOSAL SUBMISSION**

- A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, § 6, to the Chief Procurement Officer in the Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 **NO LATER THAN 11:00 a.m. , Thursday, July 30, 2015. Proposals must be submitted in two separate sealed envelopes, one marked “Technical Proposal” the other marked “Price Proposal”. Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal shall be deemed non-responsive.**

**Five (5) copies of the Technical Proposal** must be submitted in a sealed envelope, plainly marked:

Technical Proposal, RFP # 16-04  
“Electronic Voting Machines – Technical Proposal”  
Along with your company name on the front of the envelope

**One (1) copy of the Price Proposal**, sealed and marked RFP # 16-04  
“Electronic Voting Machines – Price Proposal”  
Along with your company name on the front of the envelope

**Faxed proposals shall not be accepted.**

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online

**<http://www.somervillema.gov/departments/finance/purchasing/bids>**

The submission proposals must be addressed to:

City of Somerville  
Purchasing Dept.  
**ATTN: Orazio DeLuca, MCPPO**  
93 Highland Avenue  
Somerville, MA 02143

Proposals received after the deadline will not be considered. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the City has completed the evaluation of the submittals.

- B. **QUESTIONS:** Inquiries involving procedural or technical matters shall be in writing to **Orazio DeLuca, Contract Manager via email at odeluca@somervillema.gov**

Or faxed to:

Orazio DeLuca  
City of Somerville, Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143 – 617-625-1344

- C. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information. Any questions must be submitted in writing to the Chief Procurement Officer at the above address.
- D. **EVALUATION OF PROPOSALS:** The Technical proposals shall be evaluated by Nicholas Salerno, Chairman, Elections Commission, Maria Pierotti, Deputy Elections Commissioner and a team of City employees. They shall prepare their evaluation based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.
- E. The contract award will be made within 30 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP. One contract for Electronic Optical Scanning Vote Tabulators and Related will be awarded at the sole discretion of the City.

**SCOPE OF WORK: Electronic Optical Scanning Vote Tabulators and Related:**

The City is conducting this RFP process for the Electronic Optical Scanning Vote Tabulators and related scope of service.

The City of Somerville, Massachusetts, is seeking to purchase 25 Electronic Optical Scanning Vote Tabulators and related service while trading in 24 machines.

Proposers are to include a list of at least 3 references. See attached reference page.

## REFERENCE FORM

Bidder: \_\_\_\_\_

### IFB Title: # 16-04 Electronic Optical Scanning Vote Tabulators

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

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**MINIMUM CRITERIA (quality requirements)**

**Any proposer submitting a proposal must satisfy the following criteria in order for its proposal to be considered:**

1. Proposers must be in the business of selling Electronic Optical Scanning Vote Tabulators and Related and have at least five-(5) years of experience in such business.
2. The system proposed must be federally certified to the EAC standards for the year 2005 (include copy of EAC certification).
3. The system proposed must have been certified for use by the Secretary of State of the Commonwealth of Massachusetts (include copy of letter of approval).
4. Proposed equipment must be unused and must include the latest versions of software.
5. The proposed equipment must include a protective carrying case for the tabulating unit, with a telescopic handle for ease of transportation and must fit on top of a the ballot box with the electronic tabulation device inside the case ready to be put into operation mode.
6. The proposed equipment must have at minimum, a 10.5 inch touch screen capable of displaying the status of the tabulator to both the poll workers and voters in multiple languages.
7. The proposer's ballot box must be capable of being stacked 4 high.
8. The proposed system must include a compatible election night reporting software package.

Continued on next page

***QUALITY REQUIREMENT PAGE***

## **Quality Requirements**

*Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:*

	Yes	No
Are Proposers in the business of selling Electronic Optical Scanning Vote Tabulators and Related and have at least five-(5) years of experience in such business?		
Is the system proposed Federally certified to the EAC standards for the year 2005 (include copy of EAC certification)?		
Is the system proposed certified for use by the Secretary of State of the Commonwealth of Massachusetts (include copy of letter of approval)?		
Is the proposed equipment unused and include the latest versions of software?		
Does the proposed equipment include a protective carrying case for the tabulating unit, with a telescopic handle for ease of transportation? Does it fit on top of a ballot box with the electronic tabulation device inside the case ready to be put into operation mode?		
Does the proposed equipment have at minimum, a 10.5 inch touch screen capable of displaying the status of the tabulator to both the poll workers and voters in multiple languages?		
Is the proposer's ballot box capable of being stacked 4 high?		
Does the proposed system include a compatible election night reporting software package?		



## **COMPARATIVE EVALUATION CRITERIA (Listed by Priority)**

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The City will rank each proposal as:

1. Highly Advantageous - the proposal fully meets and significantly exceeds the standards of the specific criterion;
2. Advantageous - the proposal fully satisfies the standards of the specific criterion;
3. Not Advantageous - the proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both.
4. Unacceptable – proposal does not meet any of the standards of the specific criterion.

The Selection Committee shall rate and rank each technical proposal meeting the Minimum Evaluation Criteria according to the Comparative Evaluation Criteria listed below. The Fee Proposal Forms will then be opened and reviewed. The Selection Committee will then select the most overall advantageous proposal.

### **1. Accessibility**

Highly Advantageous – Tabulator can be accessed by disabled or physically impaired individuals without assistance or direction from staff.

Advantageous - Tabulator can be accessed by disabled or physically impaired individuals with minimal assistance or direction from staff.

Not Advantageous – Tabulator can be accessed by disabled or physically impaired individuals with assistance or direction from staff.

Unacceptable – Tabulator is difficult to access by disabled or physically impaired individuals.

### **2. Overall Quality of Client References**

Highly Advantageous – All references contacted spoke favorably of the proposer and would use them again for a similar project without hesitation.

Advantageous – The great majority of references spoke favorably of the proposer and would use them again for a similar project without hesitation.

Not Advantageous – One reference stated that there had been significant difficulties with the proposer's ability to deliver the contracted services and deliverables.

Unacceptable – References were not positive or were not provided.

### **3. Power Management**

Highly Advantageous – Tabulator configured so as to never lose power for 12 hours in case of power outage

Advantageous – Tabulator configured so as to never lose power for 8 hours in case of power outage

Not Advantageous – Tabulator configured so as to never lose power for 4 or less hours in case of power outage

Unacceptable – Tabulator not configured so as to never lose power

#### **4. Communication Screen Configuration**

Highly Advantageous – Communication Screen is 10.5 or more inches measured diagonally

Advantageous – Communication Screen is 8 to 10.5 inches measured diagonally

Not Advantageous – Communication Screen is 5 to 8 inches measured diagonally

Unacceptable – Communication Screen is less than 5 inches measured diagonally

#### **5. Communication Screen Content**

Highly Advantageous – Communication Screen Content is concise with easily understandable voting direction/prompts, and under-vote, over-vote, or blank ballot flags. No staff explanation required.

Advantageous – Communication Screen Content has understandable voting direction/prompts, and under-vote, over-vote, or blank ballot flags. Little staff explanation required.

Not Advantageous – Communication Screen Content has voting direction/prompts, and under-vote, over-vote, or blank ballot flags generally understandable only after staff direction.

Unacceptable – Communication Screen Content confusing and difficult to interpret without staff direction.

#### **6. Vendor Tech Support, Maintenance, and Warranty**

Highly Advantageous – Vendor offers tech support, maintenance, and warranty for 2 or more years after purchase

Advantageous – Vendor offers tech support, maintenance, and warranty for less than two but more than 1 year after purchase

Not Advantageous – Vendor offers tech support, maintenance, and warranty for 1 or less after purchase

Unacceptable – Vendor does not offer tech support, maintenance, or warranty

#### **CONTRACT PERIOD**

The contract period shall be from **October 1, 2015 to September 30, 2018**, a three (3) year contract.

**CITY OF SOMERVILLE  
DEPARTMENT OF PURCHASING  
PRICE FORM FOR RFP 16-04**

**PRICE COMPONENT – (MUST BE SUBMITTED IN SEPARATE ENVELOPE)**

The City of Somerville requires each Proposer to supply pricing in the following format:

<b>Description</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<ul style="list-style-type: none"> <li>25 Tabulators/Scanners (must meet minimum requirements as specified in bid specs. )</li> </ul>	25		
<ul style="list-style-type: none"> <li>Battery Backup for Tabulator/Scanner</li> </ul>			
<ul style="list-style-type: none"> <li>Two year original warranty that covers all parts, labor will be conducted either on site or at an original manufactures depot repair facility.</li> </ul>			
<ul style="list-style-type: none"> <li>Election Reporting Software</li> </ul>			
<ul style="list-style-type: none"> <li>Onsite Staff Orientation</li> </ul>			
<ul style="list-style-type: none"> <li>Onsite Installation/Acceptance Testing</li> </ul>			
<ul style="list-style-type: none"> <li>Onsite Poll worker Train the trainer training</li> </ul>			
<ul style="list-style-type: none"> <li>Onsite Pre-Election Logic and Accuracy Testing</li> </ul>			
<ul style="list-style-type: none"> <li>Onsite support election day</li> </ul>			
<ul style="list-style-type: none"> <li>24/7 Technical Support (toll free line access)</li> </ul>			
<ul style="list-style-type: none"> <li>Trade – In allowance  (24 Eagle IIPE with Ballot Box)</li> </ul>	24		
<ul style="list-style-type: none"> <li>Any other credits/discounts offered</li> </ul>			

**Continued on next page...**

• Cost of hard-wired modems			
• Cost of Wireless Modems			
• Shipping and Handling			
<b>Total:</b>			

The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Somerville, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the

Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**ADDITIONAL PRICING:**

Post Warranty Hardware Maintenance and Support Fees:

Depot/Fix Repair

On-Site Preventative Maintenance

Post Warranty Firmware License and Maintenance and Support Fees

Total Additional Fees

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposer:\_\_\_\_\_ Date:\_\_\_\_\_

The proposal pricing is to cover all work required for this project as outlined in the RFP document. Proposal prices must be all-inclusive, including all fees, charges, expenses, travel, postage, fax and telephone charges, preparation of reports, meeting attendance, etc., for all work proposed to be performed by the successful proposer. No separate fees will be paid for mileage, postage, telephone, reports, presentations, etc. This contract will be in effect, in response to this RFP.

### **CONTRACT AWARD**

One contract will be awarded to the one responsive and responsible proposer whom the City determines offers the most advantageous proposal, taking into consideration all evaluation criteria set forth in the RFP, as well as price.

**CITY OF SOMERVILLE, MASSACHUSETTS  
PURCHASING DEPARTMENT**

**GENERAL TERMS AND CONDITIONS**

1. **TAXES**

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

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

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

3. **UNIT PRICE**

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

4. **PRICE REDUCTION**

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

5. **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.

6. **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.

7. **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.

8. 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.

9. 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.

10. ASSIGNMENT

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

11. 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.

12. GOVERNING LAW

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

13. 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.

14. CONFLICT OF INTEREST

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

15. TERMINATION

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

b. 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.

16. DISCRIMINATION

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

17. INTERPRETATION OF SPECIFICATION/TERMS.

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed via email, or in writing, to Orazio DeLuca, MCPPO, Contract Manager, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 odeluca@somervillema.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline, by addendum via email. No requests or questions will be accepted after the deadline for questions stated at the beginning of this RFP or as updated in an addendum, if such addendum were issued.

18. CANCELLATION OF RFP

To withdraw, cancel or modify a RFP at any time prior to the RFP opening date, a proposer must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

19. SAMPLES

All qualified proposers may be requested to submit samples.

20. FINANCIAL AND OPERATIONAL INFORMATION

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

21. PAYMENT

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

22. DOCUMENTATION

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

23. EXTENSION OF CONTRACT

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

24. The Proposer's proposal will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

25. The contract will be for a period of one year, beginning January 1, 2015, and ending on December 31, 2015, with two (2), one-year options to renew.

26. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

27. The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN  
THE CANCELLATION OF YOUR CONTRACT.**



## **REQUIRED FORMS**

In addition to the information listed above as “Information to be submitted with Proposals,” the following attached forms must be completed and signed for submission with your technical proposal.

- **Certificate of Signature Authority**
- **Certificate of Non-Collusion and Tax Compliance**
- **Somerville Living Wage Ordinance** – Proposer must agree to conform to Somerville’s Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living Wage Ordinance Form.

The following forms are not required at the time of proposal submission, but will be required by the awarded Proposer in order to execute a contract.

- **Insurance Certificate** – Insurance Certificate as outlined on attached form included in this RFP must be provided by the selected Proposer.
- **Certificate of Good Standing** – The selected Proposer must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this RFP.

The following attached form must be completed and signed for submission with your **price proposal**.

- **Price Form** – Must be submitted in a separately sealed envelope marked as indicated in the instructions.



## **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, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at: [www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						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						\$
	<b>AUTOMOBILE LIABILITY</b>						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) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

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

AUTHORIZED REPRESENTATIVE

## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

#### A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ 500,000.00

Property Damage Liability.....\$ 500,000.00

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

#### C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.
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 your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



**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 7/1/2015 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.24 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. 05/07/15

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 **7/1/2015** is **\$12.24** 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.



## 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](http://www.somervillema.gov)



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.