

**SOLICITATION FOR:
BRANDING FOR SOMERVILLE PUBLIC LIBRARY
RFQF # 14-69**



CITY OF SOMERVILLE, MASSACHUSETTS

**RELEASE DATE:
Tuesday, February 11, 2014**

**DUE BY:
Tuesday, February 25, 2014 11:00 a.m.**

**DELIVER TO:
City of Somerville
Purchasing Department
Attn: Alex Nosnik, Assistant Director of Purchasing
93 Highland Avenue
Somerville, MA 02143**

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SECTION 1.0 INSTRUCTORS TO OFFEROR

1.1 General

- 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 Offeror must be an Equal Opportunity Employer (if incorporated).
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror'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, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- On and after **Tuesday, February 11, 2014** the solicitation may be downloaded from the City's Purchasing web page:
<http://www.somervillema.gov/departments/finance/purchasing/bids>.
- Additional copies of the solicitation may be obtained from the Purchasing Department by emailing the point of contact and the cover page of this RFQF, or by visiting in person to request a hard copy 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 5.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Massachusetts General Laws (MGL).

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original and one (1) copy of the non-price technical proposal marked: "Non-Price Proposal—Branding for Somerville Public Library." The second envelope includes one (1) original and one (1) copy of the price proposal marked "Price Proposal— Branding for Somerville Public Library." Please send the complete sealed package to the attention of Alex Nosnik, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00 a.m., on Tuesday, February 25, 2014.**

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make **no reference** to pricing in the non-price technical proposal. Failure to adhere to this requirement **will result in disqualification.** It is the sole responsibility of the Offeror 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 or concerns regarding any aspect of this solicitation shall be forwarded in writing to Alex Nosnik, Assistant Director of Purchasing at the address above; by fax number (617) 625-1344 or through e-mail to anosnik@somervillema.gov so that they can be addressed prior to the solicitation deadline for offers. Questions are due on February 18, 2014 by 4:30pm. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. It is the responsibility of the Offeror 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>

1.4 Key Dates for this Solicitation

ITEM	DATE
Solicitation released	February 11, 2014
Deadline for submitting questions	February 18, 2014 4:30pm
Responses due, screened and evaluation begins	February 25, 2014 11am
Anticipated award	March 2014
Estimated service commencement	March 2014

1.5 Definitions

FFP: Firm Fixed Price

MGL: Massachusetts General Law

POC: Point of Contact

RFQF: Request for Qualifications & Fees

SOW: Scope of Work

1.6 Evaluation Methodology

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the Comparative Evaluation Criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the Comparative Evaluation Criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical, and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all responses if it determines that the criteria set forth have not been met.

1.7 Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain the following information in this particular order:

1. Cover Letter
2. Qualifications & Experience
3. Quality Requirements Form (see table in sec. 1.9)
4. Personnel Qualifications
5. Samples of Prior Branding Work
5. References / Past Performance (see format in sec. 1.7.6)
6. Completed Forms (found in section 6.0)
 - Certificate of Non Collusion & Affidavit Tax Compliance
 - Certificate of Signature Authority
 - Somerville Living Wage Ordinance
 - Vendor TIN Certification Form

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering is required. The Technical (Non-Price) Proposal should be sealed and clearly labeled “Non-Price Proposal for RFQF 14-69”.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. All binders will allow for easy removal and replacement of pages.

1.7.1 Cover Letter

The cover letter will summarize, in a brief and concise manner, that the Offeror understands the requested services. Please include the official name of the firm (or sole proprietor) submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

1.7.2 Qualifications & Experience

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. The proposer may include any additional literature and product brochures.

1.7.3 Quality Requirements Form

The Quality Requirements Form, or set of basic business standards, must be addressed by each Offeror and presented within the technical proposal documentation.

1.7.4 Personnel Qualifications

The qualifications of the employee(s) who will work on this contract, including a short description of his/her past work. Also be sure to include each of the employee's the years of experience in Brand development and graphic design. Specifically, please be sure to include details about experience working with municipalities such as Somerville (and/or other public organizations, like musuems).

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

1.7.5 Samples of Branding Work

The Offeror is required to submit at least five (5) samples of Branding work that are relevant to the scope of work included herein. Please highlight any work, in particular, that has been performed for municipalities, public libraries, and/or other public organizations (e.g., Museums).

1.7.6 References / Past Performance

Please provide a list of at least three entities, of which at least two, must be in the public or non-profit sector for which you have provided Branding services. Please include the Period of Performance, name, telephone number and email of the contact person at each, and a description of the nature of the work. The City reserves the right to use itself as a reference / past performance. Please utilize the below format for all three references

Past Performance / Reference Title:	
Period of Performance	
POC Name & Title	
Telephone	
Fax	
Email	
Summary of supplies or services provided	

1.7.7 Forms

All listed forms stated in Section 1.7 shall be filled out by the Offeror and submitted in the technical / non-price proposal response. Failure to do so may deem your proposal non-responsive

1.8 Price Proposal Format

1.8.1 Cover Letter

Include a cover letter to summarize, in a brief and concise manner, that the Offeror understands that the price submitted with the response is a firm price. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

1.8.2 Price Summary Page

Refer to Section 5.0 for the Price Proposal Form. Submit this completed and signed form in a separately sealed envelope, labeled "Price Proposal for RFQF 14-69".

1.9 Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
	Minimum of three (3) years the Offeror assigned:		
1.	Graphic design experience plus related educational background/training.		
2.	Brand and brand guideline development experience.		
3.	Demonstrated experience in brand development for public libraries, similar municipalities, or other kinds of public organizations (museums, etc.)		
4.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1, 2 and 3, under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. This information should be detailed throughout the various Tabs in the technical proposal response. Subcontractors, if applicable, must be also included.

1.10 Comparative Evaluation Criteria

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

FACTOR 1: PERSONNEL QUALIFICATIONS	
Highly Advantageous	Key personnel assigned have 5+ years of graphic design and branding experience with clients similar to the City of Somerville and Somerville Public Library. They have an excellent understanding of the branding needs of such organizations and have demonstrated their excellence through highly effective examples of prior work.
Advantageous	Key personnel assigned have 3-5 years of graphic design and branding experience with clients similar to the City of Somerville and Somerville Public Library. They have a basic understanding of the branding needs of such organizations.
Not Advantageous	Key personnel assigned have 0-3 years of graphic design and branding experience with clients similar to the City of Somerville and Somerville Public Library. They have no demonstrated understanding of the branding needs of such organizations.

FACTOR 2: SAMPLES OF PRIOR BRANDING WORK	
Highly Advantageous	Samples demonstrate highly effective Brands and are appealing to a broad audience.
Advantageous	Samples demonstrate effectiveness.
Not Advantageous	Samples are moderately effective.

FACTOR 3: REFERENCES / PAST PERFORMANCE	
Highly Advantageous	Positive response from three or more references
Advantageous	Positive responses from two references that are generally good

Not Advantageous	One negative response from a reference
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1.11 Rule for Award

The contract shall be awarded to the most responsible and responsive proposer submitting the most highly advantageous proposal response, taking into consideration all evaluation criteria as well as price. It is estimated that the contract will be awarded within thirty (30) days after evaluation. The time for award may be extended for up to fifteen (15) additional days by mutual agreement between the City and the most responsible and responsive bidder.

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SECTION 2.0

GENERAL TERMS & CONDITIONS

2.1 Taxes

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

2.2 Freight on Board (FOB)

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.

2.3 Unit Price

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

2.4 Price Reduction

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

2.5 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.

2.6 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, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

2.7 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.

2.8 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.

2.9 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.

2.10 Assignment

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

2.11 Subcontractors

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.

2.12 Governing Law

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

2.13 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.

2.14 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.

2.15 Termination

2.15.1 For Cause and for Convenience

Refer to attached Sample Contract for the City's termination clauses.

2.15.2 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.

2.16 Discrimination

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

2.17 Interpretation of Specification / Terms

All interpretations of the solicitation and supplemental instructions will be in the form of written addenda to the solicitation specifications. Requests for clarification or any questions about information contained in the solicitation should be addressed in writing to Alex Nosnik, Assistant Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: anosnik@somervillema.gov. Questions and answers will be compiled and sent to all Offerors who requested a copy of the solicitation, before the proposal deadline. No requests or questions will be accepted after **4:30 p.m. February 18, 2014**.

2.18 Withdrawal or Modification of Bid Response

To withdraw, cancel, or modify a response at any time prior to the solicitation opening date, an Offeror 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.

2.19 Samples

If applicable, all qualified offers may be requested to submit samples.

2.20 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.

2.21 Payment

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

2.22 Documentation

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

2.23 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.

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

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.

SECTION 3.0 INVOICING REQUIREMENTS

3.1 General

Each invoice shall be e-mailed to the designated billing office at the following address:

Maria Carpenter, Somerville Public Library Director
City of Somerville Public Library
79 Highland Ave.
Somerville, MA, 02143
mcarpenter@somervillema.gov

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- 1) Name of the business concern, invoice number, and invoice date;
- 2) Contract number, or authorization for delivery of property of performance of services;
- 3) Description, price, and quantity and services actually delivered or rendered;
- 4) Shipping and payment terms;
- 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- 6) Other substantiating documentation or information as required by the contract.

SECTION 4.0

SCOPE OF WORK (SOW)

4.1 Background

Objective: The Somerville Public Library (SPL) needs a new visual identity and set of branding guidelines specifying its correct, effective use across media and formats. The Library is working with a web design firm to develop a new website (in Drupal) both to modernize and improve the user experience, to create a mobile user experience, to promote existing services and programs, and to establish a strong platform for a series of marketing campaigns to:

- Bring the Library's brand into the 21st century;
- Position the Library as the heartbeat of the city/community;
- Raise awareness about library services and resources;
- Generate individual donations in support of library programs and facilities improvements; and,
- Fundraise for major initiatives such as the construction of a new central branch building in Union Square.

The development of a new brand for the Library will not only modernize it but will begin to lay the groundwork for the library of Somerville's future. (Similarly, the new website will serve as a fourth "branch" that looks and feels more like the modern library that people expect.) **The initial and most critical need we have for a new identity is to inform the new visual design of the new website.** In addition to the website, SPL also needs a visual identity for print, social media, and email signatures.

The current logo (pictured below) is in use in the following executions:

1. Website: <http://www.somervillepubliclibrary.org>;
2. Signage and promotional materials; and,
3. Letterhead.

Current logo:



Vintage logo for reference:



About the Somerville Public Library

Mission

The Somerville Public Library is dedicated to providing services, materials, and space that meet the educational, cultural, recreational, and informational needs of all people in the community. From introducing libraries to young children and their families, to supporting their needs in school (by meeting their educational and recreational needs as adults) the Library and its information

professionals support information literacy and 21st century library skills, life-long learning, freedom of information, and the reading, listening, viewing, and technology needs and enjoyment of the community.

Population/Users/Audience

The Somerville Public Library serves a city of 77,000 residents, the majority of whom possess a bachelor's degree or higher. However, the city is also home to people who speak over 50 different languages. People of all age groups and economic levels use the library to borrow books, movies and stream music; attend programs and events; use free, public meeting space; reserve free museum passes; use the internet, learn new skills and software; and relax, in a community space that is free for all.

Messaging

- “This is your place to read, learn, stretch, explore, make connections, and dream big.”
- “We are here for you.”

4.2 Scope

The contract will be firm fixed price (FFP); the vendor will submit invoices based on the finalization of deliverables (as stated below). The Offeror will provide all personnel, equipment, tools, materials, supervision, and all other necessary items to perform tasks listed below.

4.3 Specifications / Requirements

The duties and responsibilities are listed as follows:

The selected designer will consult with the Library Director and web design team to create conceptual drafts of three distinct Brand options. The Library Director will select one Brand to be finalized by the Designer into the following formats:

Black and White:

6+ scalable resolution sizes: high, medium, low, and related sizes.

3+ with and 3+ without taglines for all media and print formats.

Color:

6+ scalable resolution sizes: high, medium, low, and related sizes.

3+ with and 3+ without taglines for all media, and print formats including 1 for email signature.

Branding Guidelines:

The Designer will also provide the City with a comprehensive set of user guidelines. These guidelines will provide instructions for the use of each/all of the visual identities (specifying the correct, effective use across media and formats such as website, flyers, email, etc.)

4.4 Vendor Personnel

The Vendor shall be, or provide an individual who has the qualifications and knowledge of the below bullets.

- Grant writing and proposal response
- Experience in the field of private foundations, urban education, education reform, and issues pertaining to the achievement gap strongly preferred.

- Exceptional research, organization and time management skills
- Excellent oral and written communication skills
- Demonstrated understanding of how external factors contribute to academic success
- Ability to work either on a team or in an individual setting

4.5 Period of Performance

The period of performance for the base year is approximately three (3) months from on or about March 1, 2014 to May 30, 2014. There is a possibility that the consultant's work could continue.

4.6 Place of Performance

All services, delivery and other required support shall be conducted at the Vendor's place of business. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

4.7 Hours of Operation

The awarded Vendor shall make best effort to schedule his working hours to coincide with the working hours of the City. The normal working hours are 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. However due to the nature of the work, vendors have the flexibility to work after hours on their schedule.

4.7.1 Holidays in 2014

New Year's Day	Memorial Day
Martin Luther King Day	Bunker Hill Day
Presidents' Day	Patriots' Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day

*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

4.7.2 Inclement Weather Days

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the Somerville Public Library Department POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

4.8 Government Furnished Materials

The City of Somerville will not be providing furnished materials to the awarded vendor throughout this contract except for the following:

- Consultant may access de-identified student and City data for the purposes of completing applications.
- Consultant may occasionally work out of the Somerville Public Library office and would use facilities and equipment available during such times.

4.9 Vendor Furnished Materials

The awarded vendor will provide all personnel, equipment, tools, materials, supervision and all other items to perform tasks listed in Section 4.3.

4.10 Kickoff Meeting (If applicable)

The awarded vendor shall attend a kickoff meeting with the purchasing department/contracting officer, the Somerville Public Library Director and other designated representatives at the Somerville Public Library Department facility within seven (7) business days after award of the contract. The purpose of this meeting is to review project milestones and contractual objectives.

4.11 Deliverables:

The Offeror shall consider the below items as mandatory deliverables according to the specification. All items noted within the table will be reviewed by the Somerville Public Library Department's POC. The Vendor shall provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in an inspection report for submission to the City. The Vendor shall follow through to assure that all City and Vendor identified defects or omissions in the contract requirements are corrected.

BRANDING FOR SOMERVILLE PUBLIC LIBRARY		
<i>Deliverable</i>	<i>Specifications</i>	<i>Due Date</i>
Meet with Library Director and Web Design Team within two weeks of signing of contract	Meeting with Library Director and Web Design team to discuss the scope of work (SOW) and to answer any underlying questions about the design goals of the project.	3/14/2014
At least three (3) drafts of Brand options for the City of Somerville Public Library (in both color and black and white)	<ul style="list-style-type: none"> - The Designer will draft at least three (3) draft Brand options for the Library Director to choose from. Although not final, these drafts will provide enough detail to allow the Director to make an educated choice between the options. - The Designer will provide these drafts in both color and black and white -The Designer will be available to meet or conference if needed. 	3/14/2014
Final draft of the selected Brand	<p>-After the Library Director selects one of the draft options, the Designer will finalize the Brand according to the following specifications:</p> <p>Black and White: 6+ scalable resolution sizes: high, medium, low, and related sizes. 3+ with and 3+ without taglines for all media and print formats.</p> <p>Color: 6+ scalable resolution sizes: high, medium, low, and related sizes. 3+ with and 3+ without taglines for all media, and print formats including 1 for email signature.</p> <p>Additionally, the designer will be available to meet or conference if needed.</p>	3/21/2014
Brand User Guidelines	<ul style="list-style-type: none"> - The Designer will also provide the City with a comprehensive set of user guidelines. These guidelines will provide instructions for the use of each/all of the visual identities (specifying the correct, effective use across media and formats such as website, flyers, email, etc.). The designer will be available to meet or conference if needed. 	4/04/2014

4.12 Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may at his/her sole discretion, to the right the vendor to remove any and vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department.

SECTION 5.0 PRICING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Branding and Branding Guidelines		FFP		

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

SECTION 6.0 FORMS

Required Form Submissions by Offeror

1. Quality Requirements (use table in sec. 1.9)
2. Certificate of Non Collusion & Affidavit Tax Compliance
3. Certificate of Signature Authority (for corporations and LLCs)
4. Somerville Living Wage Ordinance (does not apply to sole proprietors)
5. Reference Form (according to format in sec. 1.7.6 above)
6. Vendor TIN Certification Form

Post Award

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



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



Certificate of Authority (Limited Liability Companies Only)

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

_____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.
3. The LLC is managed by (**check one**) a Manager or by its Members.
4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
 - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
 - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
 - that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



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

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

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

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

CERTIFICATIONS

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

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

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

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

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

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

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

REFERENCE FORM

Bidder: _____

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

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

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



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

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

TIN

Signature

Printed Name of Person signing

Company

Date



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



APPENDIX A
SAMPLE CONTRACT

**Professional Services Agreement
By And Between
The City Of Somerville
Acting through its Purchasing Department
for the _____
AND
_____**

Contract #: _____

Contract Amount: \$ _____

PO #: _____

P.O. Amount: _____

Contract Period:

Contract For:

Vendor:

ACCORDING TO SCOPE OF WORK (SOW) CONTAINED HEREIN

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND**

+_____

This Contract made this _____ of _____, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and _____ (hereinafter, the "Vendor").

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

WHEREAS, the procurement of such services is:

 X Subject to M.G.L. c. 30B (Procurement of Goods and Services Statute)

WHEREAS, the contract is under _____ and the Vendor has been selected by the City to perform such services through the exercise of a _____ (_____) process in accordance with M.G.L. c. 30B;

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 _____, Scope of Work (SOW), attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

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

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

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

B. Delivery (Applicable to Supplies Only).

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

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

2. The Services and the cost of the services are listed in Appendix attached and made a part hereto.

B. Payments.

1. The City agrees to pay the Vendor according to the SOW page in Appendix.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with M.G.L. c30B.

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** _____ 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 thirty (30) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **M046 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and

shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.

- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile (iii) certified mail, return receipt requested; or (iv) 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

Tel #:

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 Offerors / Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Work (SOW)

Appendix D – Proof of Insurance

Appendix E – Forms

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: _____

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: _____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: _____.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 _____**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

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

CITY OF SOMERVILLE

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

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Department Head

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

Vendor Name

X_____
Signature of Authorized Agent

Printed Name of Authorized Agent of Vendor

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

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

Clerk's Signature

Print or Type Clerk's Name