

**SOLICITATION FOR:
FOOD SAFETY, ENVIRONMENTAL HEALTH INSPECTIONS AND
CONSULTING SERVICES**

RFQF # 14-07



CITY OF SOMERVILLE, MASSACHUSETTS

**POSTED:
Wednesday, July 24, 2013**

**DUE BY:
Wednesday, August 7, 2013 @ 11:00AM**

**DELIVER TO:
City of Somerville
Purchasing Department
Attn: Michael Gauthier
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.
- 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.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **July 24, 2013** 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 Chapter 30B

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original and two (2) copies of the non-price technical proposal marked: "Non-Price Proposal — Food safety, environmental health inspections and consulting services". The second envelope includes one (1) original and two (2) copies of the price proposal marked "Price Proposal — Food safety, environmental health inspections and consulting services". Please send the complete sealed package to the attention of the Michael Gauthier, Procurement Analyst Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, August 7, 2013.**

(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 Michael Gauthier, Procurement Analyst at the address above; by fax number (617) 625-1344 or through e-mail to mgauthier@somervillema.gov so that they can be addressed prior to the solicitation deadline for offers. 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 issued	July 24, 2013
Deadline for submitting questions	August 1, 2013 @ 4:30PM
Responses due, screened and evaluation begins	August 7, 2013 @ 11:00AM
Anticipated award	August 14, 2013
Estimated service commencement	September 1, 2013

1.5 Definitions

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
4. Personnel Qualifications
5. References / Past Performance
6. Completed Forms
 - Certificate of Authority
 - Somerville Living Wage Ordinance (if incorporated)
 - Vendor TIN Form
 - Addendum Acknowledgement(s) (if applicable)

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.

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

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands of the requested services. 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 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. The Offeror 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 size, scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The Offeror 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 proposed employee(s) who will work on this contract, including resumes, licensure documentation (with dates) and any other items that demonstrate the required experience meeting the scope of work. Additionally please discuss the responsibilities of all personnel by use of narrative and flow chart if needed.

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 References / Past Performance

The Offeror shall provide references for maximum of three contracts / orders, of which two must be with the Government, that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Please include the Period of Performance, contract dollar value, 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	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

1.7.6 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 will summarize, in a brief and concise manner that the Offeror understands that their offer will bid the firm to the price submitted with their response. 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

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 1-5 or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Is the Vendor capable of providing a Consultant for the Food Establishment inspection services, as described in the project summary?		
2.	Is the Vendor capable of providing a Consultant for the Pool/Spa, Body Art, Tanning Salon and Children's Recreational Camp inspection services, as described in the project summary?		
3.	Is the Vendor capable of meeting all of the Recommended Minimum Qualifications as listed in the scope of work?		
4.	Has the Vendor five (5) or more years of experience in providing similar services in size, scope and complexity?		
5.	Have you supplied a reference form with three entities, of which at least two are in the Government sector, for which you have conducted similar services?		
	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 1-6 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 without Regard to Fee

The purpose of information requested in this section is to assist the City in evaluating the Offeror's overall qualifications, including its methodologies technical abilities, financial stability, and previous experience and qualifications of individual members of the Project Team and the proposed consultants. 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:

1.10.1 FACTOR 1 - Technical and Management Approach

The degree to which the Offeror effectively demonstrates knowledge, understanding, technical ability to successfully perform and manage requirements of the Scope of Work (SOW). Additionally, the appropriateness, soundness and reasonableness of the Offeror's problem resolution, logistic considerations, corporate commitment to achieve the overall project objectives. Other areas of consideration are: Record of completing projects on schedule and on budget. History of effectively communicating with City project manager regarding budget, schedules and accepting input.

Highly Advantageous: High degree of demonstration that the vendor has the knowledge, understanding and technical ability to success performing requirements in the SOW.

Advantageous: Fair degree of demonstration that the vendor has the knowledge, understanding and technical ability to success performing requirements in the SOW.

Not Advantageous: Poor demonstration that the vendor has the knowledge, understanding and technical ability to success performing requirements in the SOW.

Unacceptable: No response

1.10.2 FACTOR 2 – Key Personnel

The degree to which the Offeror's proposed key personnel resumes that demonstrates the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience. Professional licensure must be included

Highly Advantageous: High degree of demonstration that the individual(s) have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Advantageous: Fair degree of demonstration that the individual(s) have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Not Advantageous: Poor degree of demonstration that the individual(s) have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

1.10.3 FACTOR 3 – Past Performance

The Offeror's proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. The city may choose to evaluate publicly available reports, and/or data. The City may use present and/or past performance data obtained from a variety of sources not just those contracts identified by the Offeror. The information gathered for past performance may be used in the responsibility determination.

The Offeror shall provide references for **minimum of three** contracts/orders, at least two must be with the Government that demonstrates recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last three years. Relevant is the work similar complexity, magnitude and type of work described in the SOW.

The City may consider the past performance of other companies when they are team members, affiliates, or significant subcontractors who will perform major critical aspects of the requirement when such information is relevant to the acquisition; however, the Offeror must clearly explain how these other companies will be significantly involved in the proposed contract. The Offeror shall provide a detailed summary of the work performed for each past performance submitted. Where possible the city intends to interview each reference provided to verify project scope caught dollar value and obtain additional past performance information. The Offeror shall provide telephone, fax, e-mail for the point of contact the technical and contractual personnel for each referenced project as well as a description of the referenced contract/purchase order.

Highly Advantageous: High degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation.

Advantageous: Fair degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation.

Not Advantageous: Poor degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation.

Unacceptable: Unrelated past performance or no response

1.11 Price

As the technical responses approach equality, price will become more important in making the awarded determination. In the event that two or more responses are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower-priced proposal. It should be noted that award may be made to other than lowest-priced proposal if the City determines that a price premium is warranted due to technical merit. The city may also award other than the highest technically rated response, if the City determines that a price premium is not warranted.

1.12 Rule for Award

The contract shall be awarded to the most responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within thirty (30) days after the bid due date. The time for award may be extended for up to fifteen (15) additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

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 solicitation 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

The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of

Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

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 IFB 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 Michael Gauthier, Procurement Analyst, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: mgauthier@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 **August 1, 2013 @ 4:30PM**

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:

**Ellen Collins, ISD Operations Manager
City of Somerville, Inspectional Services Division
ecollins@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.

The contractor may invoice the City of Somerville on a weekly basis. The City will pay the contractor on a fixed price per item bases as detailed in Section 5.0. There is **no** allowance for reimbursable expenses in addition to the contracted fee for inspectional services.

SECTION 4.0 SCOPE OF WORK (SOW)

4.1 Background

The City of Somerville, acting through the Purchasing Department, seeks the services of a qualified Certified Food Safety Professional and Environmental Health Technician and/or Registered Sanitarian to work up to 40 hours per week with a schedule that is mutually agreed upon, taking into account holidays and vacation. The City is open to a mixture of regular business hours and evenings/weekends, but some attendance during the regular workday is needed to meet customer service needs. The vendor must be able to work at least twenty (20) hours per week during the standard Inspectional Services Division (ISD) business hours:

Monday – Wednesday:	8:00 a.m. to 4:00 p.m.
Thursday:	8:00 a.m. to 7:00 p.m.
Friday:	8:00 a.m. to 12:00 p.m.

As part of the minimum 20 standard business hours/week, the contractor will be required to be present in the ISD Health Division office 4-6 hours/week, with a mutually agreed upon schedule.

The City has approximately 253 food service establishments (i.e. restaurants), 171 retail food stores (ranging from many small convenience stores to a few large supermarkets), 25 other food licenses (catering/mobile/residential kitchen), 4 pool/spa establishments, 3 body art establishments, and 3 tanning salons. In addition to these annually licensed establishments, there are approximately 150 temporary food licenses issued per year, and 1 recreational camp for children. The work requested is described in the Scope of Work.

The contract will be firm fixed price (FFP) per contract line item (CLIN) rate. The contractor will provide all personnel, equipment, tools, materials, supervision and all other items to perform tasks listed in Section 4.2

The contract is for one (1) year from date of award with a one (1) year option extension.

4.2 Scope & Requirements

The City of Somerville wishes to retain the services of a qualified certified Food Safety Professional and Environmental Health Technician and/or registered Sanitarian (Consultant) who will conduct inspections of food, pool/spa and body art establishments, tanning salons and children's recreational camps for compliance using the guidelines and standards of applicable local, state and federal health and safety codes, including: 105 CMR 590.000 (State Sanitary Code, Chapter X, Minimum Sanitation Standards for Food Establishments), the 1999 Federal Food Code, 105 CMR 435.00 (State Sanitary Code, Chapter V, Minimum standards for Swimming Pools); Somerville Board of Health Body Art Regulations; 105 CMR 123.000 (Tanning Facilities); and 105 CMR 430.000 (State Sanitary Code, Chapter IV, Minimum Standards for Recreational Camps for Children).

Additionally, the City seeks a Consultant with qualifications and skills to train the City's current code inspectors in how to conduct inspections, review plans for new food and environmental health establishments, advise license applicants of applicable code requirements, and carry out other duties of a food and environmental health safety inspector according to state and federal laws.

Consultant shall enforce federal, state and local laws and regulations pertaining to public health and safety. Consultant shall perform thorough routine inspections, respond promptly to complaints, and review and render responsible decisions on plan review and applications for new and renewable licenses to operate food establishments, swimming pools/spas, body art establishments, tanning salons, recreational camps for children, and other related facilities (commercial or public) subject to local and state environmental health codes. Consultant shall enforce code and provide complete documentation as directed by the Director of the Health Department, the Superintendent of Inspectional Services, or their designee for each inspection, re-inspection, and response to a complaint. Consultant shall investigate food-borne illness outbreaks; inspect, license and regulate food service establishments, day care centers, nursing homes, elderly food programs, retail food stores and special events; educate food handlers on prevention of food-borne illness; and review plans for the construction of new food establishments and any renovation of existing establishments subject to plan review. The Consultant's Pool/Spa Inspections will include the pumps, water testing, and the structure in and around the pool and spa. The Consultant's body art establishment, tanning salon, and children's recreational camp inspections shall include review of the entire physical plant, standards of practice for sanitation of all equipment (including sterilization and disposal procedures), recordkeeping, employee certifications, and other local and state requirements for licensure. When/if necessary, Consultant shall initiate court complaints and prosecute cases of non-compliance using administrative and/or judicial procedures.

Consultant shall represent the City of Somerville in a professional and ethical manner at all times, rendering fair and unbiased opinions to food and environmental health establishments' personnel and City personnel. Consultant will work efficiently to make the best use of time and will fairly and accurately record and report the necessary time taken when submitting charges to the City of Somerville on an hourly basis.

Qualified consultant must possess a valid current Massachusetts Class D driver's license and have access to a motor vehicle. Additionally, consultant must have a working knowledge of City, State and Federal Agencies dealing with the environment, hazardous materials and worker safety.

4.3 Personnel Requirements

Consultant must have a working knowledge of City, State and Federal Agencies dealing with food safety, the environment, hazardous materials and worker safety.

Education and Experience

- Bachelor's Degree in food science, public or environmental health science, or a related field; two years of related experience in food safety, public health or environmental health; or an equivalent combination of education and experience.

Additional Requirements

- Certified Food Safety Professional
- Certified Environmental Health Technician
- Certified Pool Operator
- Valid Massachusetts Driver's License, Class D

Preferred, but not required

- Registered Environmental Health Specialist/Registered Sanitarian in Massachusetts

Knowledge, Ability and Skill

- Demonstrated knowledge of the laws, rules and regulations pertaining to public health, sanitation, food safety and environmental health, and current inspection techniques.
- Ability to enforce codes fairly and impartially, stay informed of code changes, assess the seriousness of public or environmental health problems, interact effectively with the general public, and maintain complete and accurate inspection records.
- Active membership in related professional organizations is preferred.
- Excellent communication and public relations skills.

4.4 Period of Performance

The period of performance for the base year is from 9/1/2013 to 6/30/2014. With a one (1) year option extension

4.5 Place of Performance

All services, delivery and other required support shall be conducted throughout the City of Somerville at various locations, at the ISD office, and other locations designated by the ISD Department POC. Meetings between the contractor and City personnel shall be held at the City of Somerville, Massachusetts.

4.6 Hours of Operation

The City is open to a mixture of regular business hours and evenings/weekends, but some attendance during the regular workday is needed to meet customer service needs. The contractor must be able to work at least twenty (20) hours per week during the standard Inspectional Services Division (ISD) business hours:

Monday – Wednesday: 8:00 a.m. to 4:00 p.m.
Thursday: 8:00 a.m. to 7:00 p.m.
Friday: 8:00 a.m. to 12:00 p.m.

As part of the minimum 20 standard business hours/week, the contractor will be required to be present in the ISD Health Division office 4-6 hours/week, with a mutually agreed upon schedule.

4.6.1 Holidays

2013 Holidays are as followed.

Tuesday January 1	New Year's Day
Monday January 21	Martin Luther King Day
Monday February 18	Presidents' Day
Monday April 15	Patriots' Day
Monday May 27	Memorial Day
Monday June 17	Bunker Hill Day
Thursday July 4	Independence Day
Monday September 2	Labor Day
Monday October 14	Columbus Day
Monday November 11	Veterans' Day
Thursday November 28	Thanksgiving Day
Friday November 29	Thanksgiving Friday
Tuesday December 24	Christmas Eve (half day)
Wednesday December 25	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.

4.6.2 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 ISD Department POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

4.7 Government Furnished Materials

The City of Somerville will provide the following furnished materials to the awarded vendor throughout this contract:

4.7.1 Business Cards

Business cards will be provided and will clearly identify the vendor as an independent contractor. The City will provide an email address for use in performing contract tasks and communicating with City management that will also clearly identify the vendor as a contractor for the City.

4.7.2 Uniforms

The City of Somerville will purchase ten (10) shirts and one (1) jacket for the vendor to wear while performing the tasks listed in Section 4.2. The shirts and jacket will be comparable to ISD inspector employee uniforms, except that they will clearly identify the vendor as an independent contractor. If the vendor has other employees working under this contract, those employees will also be furnished with uniforms to wear while performing contract tasks; the number of shirts provided will be based upon the number of days/week employees will be working in the City. At the time that this contract expires or is terminated, the vendor will return to the City the shirts and jackets provided.

4.7.3 City Stationery

As part of performing tasks associated with this contract, the vendor may need to sign letters and other file documentation. Any letters written on City stationery shall clearly identify the vendor as an authorized contractor.

4.7.4 Citizenserve software and computer equipment

The City will provide a PC for use during office hours. The City will begin using the Citizenserve electronic permitting software in 2013-2014. At that time, the vendor will be provided a Citizenserve license account, and the vendor and their employees will be trained on its use. Training will be paid at this contract's hourly rate. The Citizenserve software is cloud-based and compatible with common mobile devices, such as Android and iPad. The contractor will be expected to use their own mobile device to work with the Citizenserve software; the City may elect to allow the vendor and/or vendor's employees to use a City-issued mobile device on a case-by-case basis.

4.8 Vendor Furnished Materials

The awarded vendor will provide all personnel, equipment, tools, materials, supervision and all other items to perform tasks listed in Section 4.2, except as specified in Section 4.7.

4.9 Kickoff Meeting

The awarded vendor shall attend a kickoff meeting with the purchasing department/contracting officer, the Health Department POC and other designated representatives at the ISD 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.

4.10 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 ISD 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.

DELIVERABLES: FOOD SAFETY AND ENVIRONMENTAL HEALTH INSPECTIONS/CONSULTING SERVICES

<i>Objective</i>	<i>Required Service</i>	<i>Performance Standard</i>	<i>Method of Evaluation</i>	<i>Timeline</i>
Inspect all licensed food and environmental health establishments	Inspect all licensed Risk Level 2-5 food and environmental health establishments 2x/year. Inspect all Risk Level 1 food establishments 1x/year. Inspect temporary events as directed by the Board of Health/City supervisor.	Document all inspection results on City form or approved equivalent.	Provide two copies of inspection reports: one to the establishment at conclusion of inspection, one to the ISD Health Division. Electronic versions are the preferred submission to the City.	Inspection reports may be submitted in daily or weekly batches. Invoices will be reviewed and paid based on receipt of reports.
Submit a weekly report of inspection services in Excel format	All inspections shall be accounted for in an Excel spreadsheet submitted weekly to the designated supervisor.	Provide statistics on all inspection results in a timely manner.	Reports must include the following information: Type of Inspection, Date of Inspection, Establishment Name, Number of Critical Violations.	Submit on the Monday after the inspection week or as determined appropriate with the designated supervisor.

4.11 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 project manager may at his/her sole discretion, remove any 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**

	Base Year 9/1/13-6/30/14	Option Year 1 7/1/14 – 6/30/15
General Hourly Rate		
Work performed pursuant to contract as stated in Section 4.2 and otherwise not listed below.	\$ /hour	\$ /hour
Pre-Operational Inspections	\$ /inspection	\$ /inspection
Complaint Investigations	\$ /investigation	\$ /investigation
Food Safety Inspections		
Risk Level 1 Routine Inspection*:	\$ /inspection	\$ /inspection
Risk Level 1 Re-inspection:	\$ /re-inspection	\$ /re-inspection
Risk Level 2-5 Routine Inspection*:	\$ /inspection	\$ /inspection
Risk Level 2-5 Re-inspection:	\$ /re-inspection	\$ /re-inspection
Pool/Spa Safety Inspections		
Routine Inspection:	\$ /pool, spa, sauna	\$ /pool, spa, sauna
Re-inspection:	\$ /pool, spa, sauna	\$ /pool, spa, sauna
Body Art Establishment Safety Inspections		
Routine Inspection:	\$ /inspection	\$ /inspection
Re-inspection:	\$ /re-inspection	\$ /re-inspection
Tanning Salon Safety Inspections		
Routine Inspection:	\$ /inspection	\$ /inspection
Re-inspection:	\$ /re-inspection	\$ /re-inspection
Children’s Camp Safety Inspections		
Routine Inspection:	\$ /inspection	\$ /inspection
Re-inspection:	\$ /re-inspection	\$ /re-inspection

*Risk Level 1 and 2-5 as described in FDA 1999 Food Code - Annex 4: Food Establishment Inspection. Risk Level 1 Establishments are defined as sale/service of pre-packaged non-potentially hazardous foods only and limited preparation of non-potentially hazardous foods only.

Signature & Title of Person Submitting Fee Proposal:

Company Name: _____

Address: _____

Phone #: _____ Fax: #: _____

Email: _____ Date: _____

ADDENDA #1 _____ #2 _____ #3 _____ #4 _____ ACKNOWLEDGED
Failure to acknowledge receipt of addenda may result in your bid being rejected.

SECTION 6.0 FORMS

Required Form Submissions by Offeror

1. Certificate of Signature Authority
2. Somerville Living Wage Ordinance
3. Vendor TIN Certification Form

Post Award

1. Insurance Certificate
2. Certificate of Good Standing
3. W-9 Form (If new vendor)



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: _____

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.



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



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.....\$ One Million

Property Damage Liability.....\$ One Million

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.

**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.



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):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

ADD "X" HERETO CERTIFY THAT THE CITY OF SOMERVILLE IS AN ADDITIONAL INSURED

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

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Director

APPENDIX A
SAMPLE CONTRACT

BY AND BETWEEN
THE CITY OF SOMERVILLE ACTING THROUGH
THE PURCHASING DEPARTMENT
AND
VENDOR NAME

Contract No.: _____

Contract Amount: \$ _____

P.O. No.:

P.O. Amount: \$ _____

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

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

ACCORDING TO THE SCOPE OF WORK CONTAINED HEREIN.

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

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

WHEREAS, the City seeks the following supplies/services: _____;

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

WHEREAS, the City has followed an formal sealed bid procedure to solicit competition pursuant to G.L. c. 30B, §5, (See Appendix A – Notice to Bidders/Copy of Ad attached and made a part hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible Vendor (See Appendix B – Proposal Page attached and made a part hereto); and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

The Vendor shall provide the Services and/or Supplies described in **Appendix C**, Scope of Services/Specifications, attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by _____ (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

B. Payments.

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

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

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

assumes custody or control over the Vendor or of any of the Vendor's property;
or

5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or

6. The Vendor is involved in a winding up or dissolution of its corporate structure; or

7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:

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

B. Termination Upon Default.

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

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

C. Termination For Convenience.

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.

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

D. Obligations Upon Termination.

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

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

E. Rights and Remedies.

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

- c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
 - d) pursue remedies under any bond provided; and
 - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

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

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **M046 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.

- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,
1. To the Vendor at the address set forth herein or the following
Fax Number: _____
 2. To the City addressed to:
Name: Purchasing Director
Address: Somerville City Hall
93 Highland Avenue
Somerville, MA 02143
Fax No.: 1-617-625-1344
- with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.
- Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.
- L. Captions.** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.
- M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Certificate of Good Standing/
Certificate of Signature Authority

Appendix B - Notice to Proposers/Copy of Advertisement

Appendix C – Price Proposal Page

Appendix D – Scope of Work

Appendix E – Insurance

Appendix F – Additional Terms & Conditions

The above-described appendices are, by this clause, made an integral part of this Contract.

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

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

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

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: _____, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: _____ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # [REDACTED]. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are

absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.

- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix _____.

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

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

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

CITY OF SOMERVILLE

I hereby certify that the total contract amount, 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

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