

**SOLICITATION FOR:
CONSULTANT FOR HISTORIC PRESERVATION PLAN
RFP 15-13**



CITY OF SOMERVILLE, MASSACHUSETTS

**RELEASED:
9/2/2014
DUE BY:
9/30/2014 at 11:00am EST**

DELIVER TO:

**City of Somerville
Purchasing Department
Attn: Michael Richards
93 Highland Avenue
Somerville, MA 02143**

**CONSULTANT FOR HISTORIC PRESERVATION PLAN
RFP 15-13
PROPOSERS CHECKLIST**

Please ensure all documents listed on this checklist are included with your proposal. Failure to do so may subject the proposer to disqualification.

Non-Price Proposal

- Cover Letter
- Quality Requirements/Minimum Selection Criteria
- Somerville Living Wage Form
- Certificate of Non-Collusion and Tax Compliance
- Certificate of Signature Authority
- Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- Reference Form (or equivalent may be attached)
- Acknowledgement of Addenda

Price Proposal

- Cover Letter
- Price Summary Page

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

**BIDDING INSTRUCTIONS FOR
CONSULTANT FOR HISTORIC PRESERVATION PLAN
Bid No. RFP 15-13**

Enclosed you will find a request for proposal for: The City of Somerville is seeking proposals from qualified consultants to develop a Historic Preservation Plan, which will build on the City's 2010 Comprehensive Plan, [Somerville Vision](#), and guide the City in its allocation of [Community Preservation Act](#) (CPA) funding.

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

RFP 15-13

**Purchasing Department
Attn: Michael Richards
City of Somerville
93 Highland Avenue
Somerville, MA 02143.**

- Bids submitted must be an original
- **A complete bid consists of all documents listed in Sections 2.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.**
- A complete proposal must also include a cover letter 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.**
- 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 **9/3/2014** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- 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.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

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—Historic Preservation Plan”. The second envelope includes one (1) original and two (2) copies of the price proposal marked “Price Proposal— Historic Preservation Plan”. Please send the complete sealed package to the attention of the Michael Richards, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on 9/30/2014.**

(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 concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 9/16/2014 @ 4:30pm EST.** Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to mrichards@somervillema.gov. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the 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>. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

1.4 Pre-Proposal Conference / Meeting
Not Applicable

1.5 Bidding Schedule

Key dates for this Invitation for Bid:

RFP Issued	9/2/2014
Deadline for Submitting Questions to RFP	9/16/2014 – 4:30pm EST
Bids Due and Opened	9/30/2014 – 11:00am
Anticipated Contract Award	10/15/2014
Services Commence	11/3/2014
Contract Completion Date	5/6/2014

Responses must be delivered by **9/30/2014 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143.

SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

1.1 Introduction

The City of Somerville is seeking proposals from qualified consultants to develop a Historic Preservation Plan, which will build on the City's 2010 Comprehensive Plan, [SomervilleVision](#), and guide the City in its allocation of [Community Preservation Act](#) (CPA) funding.

This Request for Proposal (RFP) stipulates the procedures and requirements to be used by the City in its selection of consulting services. The project should begin no later than Monday, November 3, 2014 and should be completed by Wednesday, May 6, 2015. The City has established a budget not to exceed \$20,000.

This effort will be funded and administered by the Community Preservation Committee (CPC). The Community Preservation Act Manager will serve as the project coordinator, providing administrative support to the consultant and serving as a liaison between the consultant and the City's Historic Preservation Commission and staff. The City is currently seeking an intern to assist the consultant with certain aspects of the plan. The intern will report to the Community Preservation Act Manager, but his/her tasks and deliverables will be determined with the consultant.

The City will evaluate all timely proposals to ensure that all required submittals have been included in the responses and that all responses meet the Quality Requirements. Proposals that are determined to be complete will be presented to a Selection Committee consisting of the City's CPA Manager, a representative from the City's Historic Preservation staff, a member of the Somerville CPC, and a member of the Somerville Historic Preservation Commission. The Committee will review and rate all qualifying proposals using the Comparative Evaluation Criteria and interview all qualifying proposers. Activities will commence immediately upon issuance of a Notice to Proceed.

1.2 Background

The City of Somerville passed the Community Preservation Act in November 2012, creating a new funding stream of at least \$1.5 million per year for historic resources, affordable housing, and open space and recreation projects. The CPA defines a historic resource as a "building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant in the history, archeology, architecture, or culture of the city or town."

The [Community Preservation Committee](#) was established in 2014 and is responsible for making

recommendations to the City's legislative body for distributing these funds to applicants. The Committee will base these recommendations on priorities established in its [Community Preservation Plan](#), which was heavily informed by the City's existing planning documents, including [Somerville](#), the [Open Space and Recreation Plan](#), and the Housing Needs Assessment. The City of Somerville does not have a Historic Preservation Plan, however, so the Committee lacks a comprehensive resource to guide its prioritization of historic resources projects and initiatives.

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

2.2 Scope of Work

The selected vendor will provide consulting services to the City of Somerville, culminating in the creation of a comprehensive Historic Preservation Plan that builds on the City's existing planning documents, including Somerville. The Plan should include the following or similar sections, not necessarily in this order:

1. **Executive Summary:** summarizes the key findings and recommendations in the plan.
2. **History of Somerville:** briefly describes the pre-historic and historic development of the City.
3. **History of Planning in Somerville:** briefly describes the City's other planning documents and summarizes their discussion, if any, of historic preservation.
4. **Summary of Historic Preservation in Somerville:** discusses the role of the Historic Preservation Commission; summarizes and quantifies the City's historic preservation efforts to date, including but not limited to local historic districts, easements, and National Register properties; describes the historic resources the City has lost, historic resources the City still has, and historic resources that are at risk; describes how the City can better protect its historic resources.
5. **Inventory:** describes what an inventory is; describes which properties currently have inventory forms, which inventory forms need to be updated, and which properties need to be documented on inventory forms; recommends a realistic and efficient strategy for developing a broad understanding of the City's historic resources by neighborhood.
6. **National Register:** describes the National Register of Historic Places; includes what is currently listed on the National Register of Historic Places and what may be eligible for listing; explains investment tax credits and applicable grant programs.
7. **Public Perception:** investigates how Somerville residents feel about the City's historic resources. For example, do they appreciate the existing historic properties? Are there

efforts that can help newcomers appreciate Somerville's historic resources? If Somerville's historic resources are not well-protected, do residents understand how vulnerable they are to loss? Do they understand what can happen to the City's historic resources under current zoning?

8. **Municipal Regulations:** reviews the existing municipal regulations that impact historic preservation including but not limited to zoning, local historic districts, demolition delay, minimum maintenance regulations, subdivision regulations, signage regulations, and site plan review; recommends changes to existing regulations or additional bylaws that could help to protect historic resources.
9. **Municipal Policy, Management, and Capital Improvements:** includes a list of all historic municipally owned properties such as school buildings, libraries, or parks; assesses their historic significance and architectural quality; describes current management practices and whether changes should be made to better protect these resources; investigates future capital improvement projects such as transportation projects, new municipal buildings, and sewer line extensions for their impact on historic resources.
10. **Action Plan:** outlines a realistic year-by-year schedule for implementing all of the above recommendations, including the name of the organization or board responsible for implementation; could include ongoing and long-term goals.

Wherever appropriate, the consultant should use maps, charts, tables, photographs, and illustrations to convey information. The formatting of the Plan should be consistent with other City planning documents.

2.3 Specifications / Requirements

The consultant has six months to complete the Historic Preservation Plan, from November 3, 2014 through May 6, 2015. The consultant will meet with the CPA Manager and a representative from the City's Historic Preservation staff for a start-up meeting prior to the commencement of the project and to review project progress and deliverables four times throughout the project in early January and at the end of February, March, and April. The start-up and interim meetings will take place at Somerville City Hall unless another location is agreed upon. Suggested tasks to be completed in each of four phases and required deliverables due at the end of each phase are described below. See Section 2.14 for more detail on the deliverables.

Phase 1 (November and December 2014)

Tasks:

1. Review recent historic preservation plans for potential models.
2. Meet with the Community Preservation Commission at its regularly scheduled meeting on November 5, 2014.

3. Meet with the Somerville Historic Preservation Commission (HPC) at its regularly scheduled meeting on November 18, 2014.
4. Review the historical development of Somerville (e.g., settlement patterns, architecture, demography, transportation, industry, housing, and commerce).
5. Review past planning efforts in the City (including comprehensive plans, economic development plans, capital improvement plans, and open space plans) for preservation discussion, issues, and recommendations.
6. Review history of historic preservation planning in Somerville, including the work of the HPC and other relevant non-profit organizations like the Somerville Museum.
7. Review relevant City ordinances, such as the demolition review ordinance and the zoning code, for their impacts on Somerville's historic resources.
8. Review relevant state and federal regulations and policies for their impact on Somerville's historic resources.
9. Assess the historic significance and architectural quality of municipally owned buildings.
10. Create a system for evaluating existing survey forms, including criteria to rank each as excellent, fair, or poor.

Deliverables:

1. Draft table of contents for the historic preservation plan, including preliminary list of maps, charts, tables, and illustrations
2. Draft History of Somerville section (or similar)
3. Draft History of Planning in Somerville section (or similar)
4. Draft Summary of Historic Preservation in Somerville section (or similar)
5. Draft criteria for survey evaluation system

Phase 2 (January and February 2015)

Tasks:

1. Meet with project coordinator to review November and December tasks completed and deliverables in early January.
2. Catalogue, review, and assess Somerville's existing survey forms using system established in September.
3. Catalogue and review existing National Register listed properties.
4. Catalogue and review existing easements.
5. Conduct site visits
6. Develop draft survey recommendations including updating inventory forms and additional survey needs.
7. Develop draft recommendations for National Register eligible properties.

8. Prepare for interactive public meeting.
9. Meet with project coordinator to review tasks completed and deliverables at the end of February.

Deliverables:

1. Draft Inventory section (or similar)
2. Draft National Register section (or similar)
3. Working concept for public meeting

Phase 3 (March 2015)

Tasks:

1. Hold interactive public meeting to share history and current state of historic preservation in Somerville and to gather feedback on residents' thoughts about Somerville's historic resources.
2. Review successful and/or innovative historic preservation efforts in other communities, including programs to support the preservation of privately owned historic buildings and homes.
3. Develop draft recommendations for amending current or creating new municipal regulations pertinent to historic preservation.
4. Develop draft recommendations on effective uses of CPA funding.
5. Prepare other necessary recommendations based on additional information gathered.
6. Prepare other necessary recommendations and develop five-year action plan that identifies each agent responsible for implementation of tasks and a schedule for implementation.
7. Meet with project coordinator to review tasks completed and deliverables at the end of March.

Deliverables:

1. Draft Public Perception section (or similar)
2. Draft Municipal Regulations section (or similar)
3. Draft Municipal Policy, Management, and Capital Improvements section (or similar)
4. Draft Action Plan section (or similar)

Phase 4 (April and May 2015)

Tasks:

1. Finalize Historic Preservation Plan
2. Prepare final presentation to the CPC

3. Meet with project coordinator to review tasks completed and deliverables at the end of April.

Deliverables:

1. Final Historic Preservation Plan (30 bound copies and one electronic PDF)
2. Final presentation to CPC at its regularly scheduled meeting on May 6, 2014

2.3.1 Proposal requirements

Proposals should contain the following information:

1. Information about the applicant including:
 - a. The identity and background of the individual, partnership, or corporation applying for contract award
 - b. Credentials of the project personnel, their managers, and the nature of the supervision
 - c. Responsibilities of each of the project personnel
 - d. Sub-contractors, if the consultant intends to sub-contract any work required in the scope of services
 - e. Sample work products for all personnel.
2. An applicant qualifications statement, including:
 - a. Professional qualifications and work experience attesting to capacity to perform the required work program.
 - b. Resumes for all project personnel.
3. A detailed explanation of the proposer's approach to this project, including
 - a. Methodology
 - b. Proposer's expectations of assistance and services from the City
 - c. Technical work plan and project timeline for accomplishing the tasks described in Section 2.3
4. A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) especially for clients for whom the proposer has performed similar services within the past five years

2.4 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
1.	A Bachelor's or Master's Degree in Historic Preservation, Architectural History, History, Art History, Planning or a closely related field		
2.	At least three years of full-time experience in an area relevant to the project		

2.5 Comparative Evaluation Criteria

The Selection Committee will rate each proposal meeting the Quality Requirements according to the Comparative Evaluation Criteria listed below. After rating and ranking the proposals, the Selection Committee will open and review the Fee Proposal Forms. The Selection Committee will then select the most overall advantageous proposal.

Factor 1: Qualifications of the Proposer	
Highly Advantageous	<ul style="list-style-type: none"> • The proposer's resume(s) demonstrate superior training, educational background, and work experience appropriate to the project. All key project personnel demonstrate professional experience beyond the minimum requirements. • Proposer has substantial experience with similar projects (5 or more). • Project work samples are of outstanding quality in content and technical presentation. The majority of project work samples have been completed within the past five years. • All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.
Advantageous	<ul style="list-style-type: none"> • The proposer's resume(s) demonstrate adequate training, educational background, and work experience appropriate to the project. All key project personnel demonstrate professional experience that meets or somewhat exceeds the minimum requirements. • Proposer has good experience with similar projects (3 to 5). • Project work samples are of good quality in content and technical presentation. • At least one of the project work samples was completed within the past five years.

	<ul style="list-style-type: none"> • The majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.
Not Advantageous	<ul style="list-style-type: none"> • The proposer's resume(s) do not demonstrate adequate training, educational background, and/or work experience appropriate to the project. • The proposer has limited experience with similar projects (less than 3). • Project work samples are of fair or poor quality in content and technical presentation. • No project samples were completed within the past five years. • At least one reference stated that there had been significant difficulties with the proposer's ability to deliver the contracted services and deliverables.

Factor 2: Completeness and Quality of the Proposal	
Highly Advantageous	<ul style="list-style-type: none"> • Complete, informative, and concise; demonstrates excellent communication and documentation skills. • Demonstrates that proposer has the ability to produce a superior-quality product.
Advantageous	<ul style="list-style-type: none"> • Complete and adequately concise; demonstrates good communication and documentation skills. • Demonstrates that proposer has the ability to produce a good-quality product.
Not Advantageous	<ul style="list-style-type: none"> • Complete but lacks a comprehensive approach; demonstrates fair communication and documentation skills. • Demonstrates that proposer may have the ability to produce a good-quality product.

Factor 3: Proposer's approach to the project, understanding of Somerville's historic resource issues, and ability to deliver product on time.	
Highly Advantageous	<ul style="list-style-type: none"> • Proposal and interview demonstrate that proposer has superior approach to the project, a deep understanding of Somerville's historic resource issues, and a clear analysis of the time required for each phase of the project. • The proposal demonstrates a strong understanding of the history and development of local architectural forms in Massachusetts communities. • All references confirmed that proposer had met schedule expectations and delivered an on-time project.

Advantageous	<ul style="list-style-type: none"> • Proposal and interview demonstrate that proposer has a good approach to the project, a good understanding of Somerville’s historic resource issues, and a reasonable project timeline. • One reference stated that consultant was unable to meet the agreed-upon project schedule.
Not Advantageous	<ul style="list-style-type: none"> • Proposal and interview do not demonstrate a desirable approach to the project, a clear understanding of Somerville’s historic resource issues, or a reasonable project timeline. • More than one reference indicated that consultant had been unable to meet the agreed-upon project schedule.

2.6 Period of Performance

The period of performance for this contract is 6 months beginning on November 3, 2014 and ending on May 6, 2015.

2.7 Place of Performance

All services, delivery, and other required support shall be conducted in Somerville, MA and other locations designated by the Department POC. Meetings between the Vendor and City personnel shall be held in the City of Somerville, Massachusetts.

2.8 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.

2.9 Vendor Personnel

Not applicable

2.10 Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is

made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

2.11 Government Furnished Materials

- The CPA Manager will serve as project coordinator, provide administrative support to the consultant, and serve as a liaison between the consultant and the City's Historic Preservation Commission and staff and any other relevant City groups or staff.
- The City is seeking an intern to assist the consultant with certain aspects of the plan. The intern will report to the Community Preservation Act Manager, but his/her tasks and deliverables will be determined with the consultant.
- The consultant will have access to all relevant City files and materials, including inventories and planning documents. All inventories have been scanned and are available digitally.

2.12 Contractor Furnished Materials

Not applicable

2.13 Quality Control

Not applicable

2.14 Deliverables:

The Offeror shall consider the below items as deliverables according to the SOW. All items noted within the table will be reviewed by the Community Preservation Committee's project manager and a representative from the City's Historic Preservation staff.

See following page

City of Somerville Historic Preservation Plan Deliverables

<i>Objective</i>	<i>Required Service</i>	<i>Performance Standard</i>	<i>Method of Evaluation / Inspection</i>	<i>Timeline</i>
Establish table of contents for Historic Preservation Plan	Draft table of contents for the Historic Preservation Plan	<ul style="list-style-type: none"> Submitted on time Table of contents is comprehensive and addresses all issues discussed in Section 2.2; explanation provided if an issue is not addressed Includes preliminary list of maps, charts, tables, and illustrations 	Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss	Due Wednesday, December 31, 2014
Make progress toward final Historic Preservation Plan; allow City staff to review proposed content	Draft History of Somerville section (or similar)	<ul style="list-style-type: none"> Submitted on time Section is clear, comprehensive, and concise Maps, charts, tables, and illustrations used wherever appropriate 	Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss	Due Wednesday, December 31, 2014
Make progress toward final Historic Preservation Plan; allow City staff to review proposed content	Draft History of Planning in Somerville section (or similar)	<ul style="list-style-type: none"> Submitted on time Section is clear, comprehensive, and concise Maps, charts, tables, and illustrations used wherever appropriate 	Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss	Due Wednesday, December 31, 2014

<p>Make progress toward final Historic Preservation Plan; allow City staff to review proposed content</p>	<p>Draft Summary of Historic Preservation in Somerville section (or similar)</p>	<ul style="list-style-type: none"> • Submitted on time • Section is clear, comprehensive, and concise • Maps, charts, tables, and illustrations used wherever appropriate • Includes recommendations 	<p>Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss</p>	<p>Due Wednesday, December 31, 2014</p>
<p>Devise system for evaluating existing survey forms</p>	<p>Draft criteria for survey evaluation system</p>	<ul style="list-style-type: none"> • Submitted on time • Establishes criteria for ranking each survey form as excellent, fair, or poor 	<p>Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss</p>	<p>Due Wednesday, December 31, 2014</p>
<p>Make progress toward final Historic Preservation Plan; allow City staff to review proposed content</p>	<p>Draft Inventory section (or similar)</p>	<ul style="list-style-type: none"> • Submitted on time • Section is clear, comprehensive, and concise • Maps, charts, tables, and illustrations used wherever appropriate • Includes recommendations 	<p>Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss</p>	<p>Due Friday, February 27, 2014</p>
<p>Make progress toward final Historic Preservation Plan; allow City staff to review proposed content</p>	<p>Draft National Register section (or similar)</p>	<ul style="list-style-type: none"> • Submitted on time • Section is clear, comprehensive, and concise • Maps, charts, tables, and illustrations used wherever appropriate • Includes recommendations 	<p>Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss</p>	<p>Due Friday, February 27, 2014</p>

Prepare for public meeting	Working concept for public meeting	<ul style="list-style-type: none"> • Submitted on time • Demonstrates meeting will be informative and interactive and will include mechanism(s) for gathering feedback from residents 	Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss	Due Friday, February 27, 2014
Make progress toward final Historic Preservation Plan; allow City staff to review proposed content	Draft Public Perception section (or similar)	<ul style="list-style-type: none"> • Submitted on time • Section is clear, comprehensive, and concise • Maps, charts, tables, and illustrations used wherever appropriate • Includes recommendations 	Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss	Due Tuesday, March 31, 2014
Make progress toward final Historic Preservation Plan; allow City staff to review proposed content	Draft Municipal Regulations section (or similar)	<ul style="list-style-type: none"> • Submitted on time • Section is clear, comprehensive, and concise • Maps, charts, tables, and illustrations used wherever appropriate • Includes recommendations 	Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss	Due Tuesday, March 31, 2014
Make progress toward final Historic Preservation Plan; allow City staff to review proposed content	Draft Municipal Policy, Management, and Capital Improvements section (or similar)	<ul style="list-style-type: none"> • Submitted on time • Section is clear, comprehensive, and concise • Maps, charts, tables, and illustrations used wherever appropriate • Includes recommendations 	Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss	Due Tuesday, March 31, 2014

<p>Make progress toward final Historic Preservation Plan; allow City staff to review proposed content</p>	<p>Draft Action Plan section (or similar)</p>	<ul style="list-style-type: none"> • Submitted on time • Covers 5-year period • Establishes action steps for all recommendations in the Plan • Notes body responsible for implementing each action step and timeline 	<p>Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss</p>	<p>Due Tuesday, March 31, 2014</p>
<p>Deliver final product</p>	<p>Final Historic Preservation Plan</p>	<ul style="list-style-type: none"> • Submitted on time • Document is clear, comprehensive, and concise • Document builds on existing City planning documents, including SomerVision; formatting of Plan is consistent with these documents • 30 bound copies and one electronic PDF 	<p>Review by CPA Manager and a representative from the City's Historic Preservation staff; meeting with consultant to discuss if needed</p>	<p>Due Thursday, April 30, 2015</p>
<p>Summarize Plan for CPC members and provide opportunity for Q&A</p>	<p>Presentation to CPC</p>	<ul style="list-style-type: none"> • Professional and concise • Summarizes key data, analysis, and recommendations contained in Plan 	<p>Review by CPA Manager and CPC members</p>	<p>Presentation to be delivered at CPC meeting on May 6, 2015</p>

SECTION 3.0
RULE FOR AWARD

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

**SECTION 4.0
PRICING**

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

Consultant for Historic Preservation Plan

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

Fee Breakdown

Consulting services culminating in a complete Historic Preservation Plan

Hourly Rate \$ _____ /hour

	11/3/2014 - 5/6/2015
Hourly Rate	\$ _____ /hour

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

Please acknowledge receipt of any and all Addendums (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDUMS:

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

SECTION 5.0 FORMS

5.1 Required Submissions (included with response)

5.1.1 Reference Sheet

5.1.2 Non-Collusion & Tax Compliance Form

5.1.3 Certificate of Signature Authority

5.1.4 Somerville Living Wage Ordinance Form

5.1.5 Vendor TIN Certification Form

5.2 Required Submissions (to be provided post award)

5.2.1 Certificate of Good Standing: The **awarded vendor** must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this solicitation.

5.2.2 Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within

REFERENCE FORM

Bidder: _____

IFB Title: _____

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

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



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: _____



Sole Proprietor Declaration as to Workers' Compensation Insurance

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

1. Please Print Legibly

Business/Organization Name: _____

Address: _____

City/State/Zip: _____

2. I hereby certify that I am a sole proprietor doing business under the name written above, and have no employees working for me in any capacity, and am not required by law to obtain workers compensation insurance. I am the sole proprietor of the firm and am solely responsible for liabilities thereof. I am the sole owner and proprietor of said business. I further confirm that I am and shall continue to be personally and fully responsible for all business conducted under my name.

3. I certify that I am an independent contractor and I understand that under the terms of this contract I am not an agent, servant or employee of the City of Somerville and am not eligible for, and shall not participate in, any City of Somerville employee benefits, including but not limited to pension, deferred compensation plans, health, life and accidental death and dismemberment insurance or other fringe benefits.

4. I hereby certify that all work required will be performed personally and solely by me or persons who perform voluntary service without pay.

5. I hereby certify that I am hereby authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said sole proprietorship, and such execution of any contract of obligation in this sole proprietorship's name and on its behalf shall be valid and binding upon this sole proprietorship.

Date

Printed Name

Signature



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 7/1/2014 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.05 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 7/1/2014 is **\$12.05** 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



SECTION 6.0 INSTRUCTIONS TO OFFEROR

6.1 General Information & Submission Instructions

6.1.1 Bid Delivery

Responses must be delivered by **9/30/2014 at 11:am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

Technical proposals and price proposals must be delivered in separate, sealed envelopes.

6.1.2 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 proposals if it determines that the criteria set forth have not been met.

6.2 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 all forms outlined in the Proposers Checklist in the order that they appear.

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 with tabs is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

6.2.1 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.

6.2.2 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. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

6.2.3 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.

6.3 Price Proposal Format

6.3.1 Cover Letter

Include a cover letter to 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.

6.3.2 Price Summary Page

The Offeror must complete the price summary page by filling in the hourly wage price grid for the project. The price summary page must be signed by the Offeror, as well as signed acknowledgement of any and all addenda. Failure to sign the price summary page and/or acknowledge all addenda may result in the rejection of the Offeror's proposal as non-responsive.

6.3.3 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 90 days following the bid opening.

6.3.4 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

6.3.5 Estimated Quantities

The City of Somerville has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

6.4 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

6.5 Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

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.

6.6 Hours of Operation

The awarded Vendor shall 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.

6.6.1 Holidays

Holidays are as followed:

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

Please visit <http://www.somervillema.gov/> for the City's most recent calendar.

*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.

6.6.2 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 City POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

6.6.3 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

6.7 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

6.8 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be

submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

6.9 Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

6.10 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

6.11 Brand Name "or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

6.12 Warranty

The Offeror 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. The bidder 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. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

6.13 Contract Term Length

The contract will remain in effect, from **on /about 11/3/2014 to on/ about 5/6/2015** with a project start date of on or about **11/3/2014** and an estimated **completion date** of **5/6/2015**.

6.14 Invoicing

The Vendor will mail an invoice to the ordering Department after completion of the service and be authorized by a work order. All invoice submissions must include a Vendor Work Order which was signed by the Department Head, or his/her designee authorizing the work to be performed on a City

Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

6.15 Electronic Funds Transfer (EFT)

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the office / individuals address listed in Section III:

- Contract/Order number.
- Contractor's name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the Vendor's representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.
- Vendor's account number.
- Type of account, i.e., checking or saving.

6.16 Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

6.17 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 9/16/2014 @ 4:30pm**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to mrichards@somervillema.gov. Written responses will be mailed or faxed to all bidders on record as having picked up the RFP. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

SECTION 7.0 GENERAL TERMS & CONDITIONS

7.1 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.

7.2 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.

7.3 Unit Price

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

7.4 Price Reduction

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

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 Assignment

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

7.11 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.

7.12 Governing Law

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

7.13 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.

7.14 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.

7.15 Termination

7.15.1 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 effected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidation, 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 or 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.

7.15.2 Termination for Convenience

The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

7.15.3 Payment by the City

Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

7.15.4 Contractor's Duties Upon Termination For Convenience

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment

and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

7.16 Discrimination

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

7.17 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.

7.18 Samples

All qualified proposers may be requested to submit samples.

7.19 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.

7.20 Payment

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

7.21 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.

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

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.

7.22 Laws and Regulations

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

7.23 Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

APPENDIX A

SAMPLE CONTRACT

Professional Services Agreement
By And Between
The City Of Somerville

Acting Through Its Purchasing Department

For : end user department

Contract # _____

Contract Amount \$

Purchase Order # A _____

P.O. Amount \$ _____

Bid # 05-04

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

Contract For: service description

Vendor: name
address
city, MA zip
phone

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

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

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

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

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

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

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

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

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

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

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

B. Delivery (Applicable to Supplies Only).

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

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

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

B. Payments.

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

C. Invoicing.

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

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

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

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

B. Termination Upon Default.

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

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

C. Termination For Convenience.

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

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

D. Obligations Upon Termination.

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

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

E. Rights and Remedies.

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

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

ARTICLE V. INSURANCE

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

ARTICLE VI. GENERAL PROVISIONS

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

Commonwealth of Massachusetts.

- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any

provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

J. Severability. In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.

K. Notice. The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor at the address set forth herein or the following

Fax Number: vendor's fax

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

L. Captions. The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

M. Additional Provisions. Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Notice to Bidders/Copy of Ad

Appendix B – Price Page

- Appendix C – Scope of Services
- Appendix D – Insurance
- Appendix E – Living Wage Ordinance
- Appendix F – Certificate of Good Standing

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

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

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

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

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: _____, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: _____ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any

other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: **insert fid no.** The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix _____.

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

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

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

CITY OF SOMERVILLE

I hereby certify insert text box
from next page
delete remaining text boxes

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Rositha Durham
Purchasing Director

Department Head

APPROVED AS TO FORM:

John Gannon
City Solicitor

VENDOR

vendor name

X _____
Signature of Authorized Agent of Vendor

name of vendor signatory
Printed Name of Authorized Agent of Vendor

signatory title
Title of Authorized Agent of Vendor

signatory address
Street Address of Vendor

city, state zip
City, State and Zip

vendor fid no
Tax ID #

FOR CORPORATIONS ONLY:
I certify that the individual signing on
behalf of the corporation has the authority
to bind the corporation.

Clerk's Signature

Print or Type Clerk's Name