

SOLICITATION FOR:

RFQ # 18-23

Henry Hansen Memorial Park Design Services



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 11/08/17

QUESTIONS DUE: 11/15/17 by 12PM EST

DUE DATE AND TIME: 11/22/17 by 11AM EST

Anticipated Contract Award	12/05/17
Est. Contract Commencement Date	01/15/18
Est. Contract Completion Date	12/31/19

DELIVER TO:

City of Somerville

Purchasing Department

Attn: Thupten Chukhatsang

Procurement Analyst

tchukhatsang@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Qualifications For:
RFQ # 18-23 Henry Hansen Memorial Park Design Services

SECTION 1.0
GENERAL INFORMATION ON RFQ PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 11/08/17 per the below-noted City Hall hours of operation.

The City of Somerville through the office of Veterans Services in conjunction with the Department of Parks and Open Space is seeking a consultant to provide an innovative design for the proposed renovation of 2,647 square foot Henry Hansen Memorial Park. The consultant shall provide for a range of landscape architectural services and the city will pay for these services on a fee basis.

Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the RFQ arrives on time at the designated place. Late RFQs will not be considered and will be rejected and returned.</i>
RFQ Format:
Submit one (1) sealed RFQ package (with two sealed envelopes, one for the price and one for the statement of qualifications); it must be marked with the solicitation title and number and must be original.
In an effort to reduce waste, please DO NOT USE HARD PLASTIC 3-RING BINDERS.
Responses must be sealed and marked with the solicitation title and number.
All RFQ must include all forms listed in the Offerors Checklist (and all documents included or referenced in Sections 2.0 - 4.0). If all required documents are not present, the RFQ may be deemed non-responsive and may result in disqualification of the RFQ unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
A complete RFQ must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the RFQ is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.
The Offeror’s authorized official(s) must sign all required RFQ forms.
The Price Form in Section 4.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.

All information in the Offeror's response should be clear and concise. 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.

The successful Offeror must be an Equal Opportunity Employer.

1.2 RFQ Schedule

Key dates for this Request for Qualifications:	
RFQ Issued	11/08/17
Deadline for Submitting Questions to RFQ	11/15/17 by 12PM EST
RFQs Due	11/22/17 by 11AM EST
Anticipated Contract Award	12/05/17
Est. Contract Commencement Date	01/15/18
Est. Contract Completion Date	12/31/19

Responses must be delivered by 11/22/17 by 11AM EST to:	City of Somerville Purchasing Department Attn: Thupten Chukhatsang 93 Highland Avenue Somerville, MA 02143
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1.3 Submission Instructions

Please submit *two sealed envelopes, all within one sealed RFQ package*, with the following contents and marked in the following manner:

Contents of Sealed RFQ Package	Marked As
Envelope 1 Non-Price Statement of Qualification: Shall include (1) original and two (2) copies, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: Non-Price Statement of Qualification RFQ # 18-23 Henry Hansen Memorial Park Design Services
Envelope 2 Price Proposal: Shall include one (1) original and one (1) copy.	To Be Marked: Price Proposal RFQ # 18-23 Henry Hansen Memorial Park Design Services
Please send the complete sealed package to the attention of :	Thupten Chukhatsang Procurement Analyst Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

Non-Price Statement of Qualification Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the RFQ review process will be utilized to establish a preliminary ranking of the offerors. The City may interview the top ranked candidates as part of the evaluation process. All information in the Statement of Qualifications should be organized and presented as directed below. Your Non-Price Statement of Qualifications response should contain all forms outlined in the Offerors Checklist (Section 5.0). 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 with consecutive page numbering across tabs).

Elaborate format and binding are neither necessary nor desirable. Each RFQ shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All binders will allow for easy removal and replacement of pages.

Qualifications & Experience

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2.0), or set of basic business standards, must be submitted in the sealed RFQ. The following pieces must be included in the sealed RFQ:

- **Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application. The applicant must certify in the Letter of Introduction.
- **Summary of Qualifications** – Include the firm's organizational capacity and strengths. List at least four (4) relevant projects with a brief description of the challenges, strategies and measures incorporated on each job and include a client reference for each. These projects should be similar to the types of projects listed in Section 2.0. Include information on the variance between the firm's construction cost estimates and actual bid pricing.
- **Design Approach** – Discuss how you envision the challenges and opportunities presented by the types of projects listed in Section 2.0 and how you might meet them to ensure a successful outcome. The City highly encourages respondents to use this opportunity to elaborate on their thinking and experience with respect to its experience managing similar projects and to highlight those aspects of their qualifications that make them the most attractive design team.
- **Design Team** – Identify the players of the team (including illustrative sub-consultants) for the categories of work under this design project. If applicable, state the firm's name and any proposed individuals' names. Include a summary of each team member's experience, role on the team for this project, and approximate percentage of time allocated to this project. A resume or CV of each proposed team member shall be included in the respondent's submission.
- **Bidding and Construction Administration Approach** – Explain how the firm approaches Construction Bidding and Construction Administration.
- **Project Closeout Services** – Discuss respondent's approach to project closeout services. The City's expectations are that designers will manage the following types of components: all inspections, punch list inspection and follow-up; final inspection and certification; coordination of warranties; O&M

documentation and training; plant maintenance guides, and the coordination and delivery of as-built record drawings.

References

The Offeror shall list at least three relevant references, which the City can contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

Price Proposal Format

Price Summary Page (see Section 4.0.)

Proposal Prices to Remain Firm

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

Price Submission

All prices must contain the unit rate as requested on the proposal 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.

1.4 Questions

Questions are due: 11/15/17 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

Thupten Chukhatsang
Procurement Analyst
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

tchukhatsang@somervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as RFQ holders. Offerors are encouraged to contact the Purchasing Department to register as a RFQ document holder to automatically be alerted as to 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, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>.

If any offeror contacts City personnel outside of the Purchasing Department regarding this RFQ, that offeror will be disqualified immediately.

1.5 General Terms

Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

RFQ 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 (& with corporate seal).

RFQ Acceptance and City Contract Requirements

If the Offeror is awarded a contract, they will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving 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 Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror 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.

Unforeseen Office Closure

If, at the time of the scheduled RFQ opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the RFQ due date will be postponed until 2:00 p.m. on the next normal business day. RFQs will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All offerors on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda 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.

Modification or Withdrawal of RFQs, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a RFQ by written notice received by the City of Somerville prior to the time and date set for the RFQ opening. RFQ modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the RFQ opening, an Offeror may not change any provision of the RFQ in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended RFQ are clearly evident on the face of the RFQ document, the mistake will be corrected to reflect the intended correct RFQ, and the proposer will be notified in writing; the proposer may not withdraw the RFQ. A proposer may withdraw a RFQ if a mistake is clearly evident on the face of the RFQ document, but the intended correct RFQ is not similarly evident.

Right to Cancel/Reject RFQs

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

Unbalanced RFQs

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

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.

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

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

1.6 Evaluation Methodology

Comparative Evaluation Criteria

The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to select a set of finalists to be interviewed ("the short list"). The short-listed applicants will be notified, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto. The Mayor may, at the Mayor's sole discretion, interview the applicants on the short list. The Committee will rank all candidates and make a recommendation to the Mayor to enter into a contract with the most highly advantageous Offeror.

The City will award the contract to the most responsive and responsible Offeror whose entire RFQ (technical and price) is deemed to be the most highly advantageous. The City reserves the right to reject any and all RFQs if it determines that the criteria set forth have not been met.

RFQ # 18-23
SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SCOPE OF SERVICES

Rule For Award

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous RFQ response, taking into consideration all evaluation criteria as well as price.

Background

The City of Somerville through the office of Veterans Services in conjunction with the Department of Parks and Open Space is seeking a consultant to provide an innovative design for the proposed renovation of 2,647 square foot Henry Hansen Memorial Park. The consultant shall provide for a range of landscape architectural services and the city will pay for these services on a fee basis. The successful Offeror will be required to provide complete consulting services commencing January 15, 2018, and ending December 31, 2019.

It is the City's intention to renovate Henry Hansen Park; a small gem of Somerville's park system with an important story to tell in both local and national history. The new design will honor an important local son and war veteran, Henry ("Hank") Hansen, the national historic event in which he participated, and other Somerville veterans. The final design for the park will incorporate the goals of the City's open space and recreation framework and will be determined through a collaborative community design process with a wide variety of stakeholders including residents, veterans, business owners, abutters, and Aldermen.

Park features shall include quality materials that will withstand the test of time, thoughtful interpretive signage, 100% ADA compliance, safe and attractive entrances, imaginative lighting, and landscape plantings that complement the site. In addition, the final design shall incorporate "green" and sustainable elements and shall be as maintenance free as possible.

Prospective proposers must demonstrate the ability to provide the full range of design services described in this document, must meet all minimum criteria, and must submit a completed RFQ. All proposers must be familiar with, and able to comply with, all Massachusetts General Laws (MGL) pertaining to designer services.

Veteran owned businesses are encouraged to apply.

Scope of Services

- 1.0 Summary
- 2.0 Project Vision
- 3.0 Project Site
- 4.0 Public Process
- 5.0 Tasks & Schedule
 - 5.1 Site Analysis and Schematic Design
 - 5.2 Design Development and Construction Documents
 - 5.3 Bid and Negotiation
 - 5.4 Construction Administration
- 6.0 Products
 - 6.1 Consultation: Site Analysis & Schematic Design
 - 6.2 Construction Documents
 - 6.3 Bid and Negotiation

6.4 Construction Administration
7.0 Compliance with Ordinances, Statutes, and Regulations.

1.0 Summary

The scope of this project is to evaluate the existing site with respect to its historic significance, community needs, and ADA compliance, to provide a new landscape design that addresses those needs, to provide Bid negotiation, and construction administrative service. The final design shall incorporate “green” and sustainable elements and shall be as maintenance free as possible. The effort will occur in collaboration with city officials and the neighboring community and shall incorporate the goals of the City’s open space and recreation framework.

The Consultant will need to provide full range landscape architectural services, including a topographical survey and all related services from sub consultants. A full design process and stamped set of construction documents will be completed and bid for construction, with an anticipated start date, of July 2019.

The design process has four main components:

- 1) Site Analysis and Schematic Design
- 2) Design Development and Construction Documents
- 3) Bid and Negotiation, and
- 4) Construction Administration.

Site Analysis involves qualitative and quantitative data gathering from the site, City representatives, the historical record, as well as solicitation and recording of public input, analysis and presentation of this data to the City and residents. Schematic Design will draw upon Site Analysis to present (a maximum of three) design schemes and their cost estimates for community feedback and further refinement. Design Development and Construction Documents will build out the selected Schematic Design to 100% construction drawings and construction cost estimate. Bid and Negotiation consists of working with the City to review and respond to bidder’s request for information, until the construction contract is awarded. In the final phase, Construction Administration, the Consultant will act in the capacity of an agent of the City, overseeing construction to ensure conformity to construction drawings, specifications, and standards in collaboration with the City’s Project manager.

2.0 Project Vision

The primary focus for the renovation will be a notable memorial honoring Henry Hansen, a United States Marine Corps Sargent who was one of six members of the combat patrol that helped raise the original U.S Flag on top of Mount Suribachi on the morning of February 23, 1945, and who died in action during the Battle of Iwo Jima during World War II. The park is also intended to provide a calm respite from the surrounding city where visitors can have contact with nature and experience the qualities of the natural landscape.

The completed design will include quality materials that will withstand the test of time, thoughtful interpretive signage and features, 100% ADA compliance, safe and attractive entrances, imaginative lighting, and landscape plantings that provide a notable backdrop to the memorial.

3.0 Project Site

Henry Hansen Park is a small passive park, irregularly shaped and encompassing 2,647 square feet. It was created in 2005 and is located on the north side of Medford Street near Magoun Square, as detailed on assessor’s Map 40, Block H, Lot 12. The site appears to be triangular in shape, although it has four sides. It has two abutting residential properties, is generally flat along Medford Street and has a +/- 10% gradient along

Partridge Avenue.

The park's original interpretive signage mounted on wood pedestals has deteriorated, a granite memorial to Henry Hansen is cracked, and the two separate entrances on Medford Street do not meet ADA code. The park has tall picket fencing along the street, retaining walls at the base of the slope, and benches where undesirable individuals sometimes sleep.

The design budget for Henry Hansen Park is fixed with a maximum cost of \$30,000 including all costs and contingencies. The construction budget for the park has not been fully determined.

4.0 Public Process

The public process will consist of a minimum of three public meetings. Meetings will be advertised by the City's Veterans Services Project Manager and will include a large group of stakeholders, including Somerville residents, veterans, business owners, community groups, abutters, and Aldermen.

5.0 Tasks & Schedule

5.1 Site Analysis and Schematic Design

Site analysis will include the following tasks:

- Research and review records pertaining to the history, design, environmental health, archaeology, and unique attributes of the site.
- Conduct site visits to review and record site context, existing conditions, topography, drainage, plant materials, and any unique site features.
- Create a base plan for design purposes based on survey, site visits, and City records.

Schematic design will include the following tasks:

- Prepare distinct schematic designs showing layout, materials, plantings, and site amenities for City and public feedback.
- Review schematic designs with Project Manager and other stakeholders and incorporate revisions prior to the second public meeting.
- Prepare cost estimates for all schematic design alternatives.
- Present schematic designs to the public.
- Record public comments.
- Discuss the schematic design alternatives with City representatives, prepare graphics and design overview to be posted on the City website.

5.2 Design Development and Construction Documents

Design Development and Construction Documents will include the following tasks:

- Develop, through an iterative process with the PM, a preferred final design based on City and public feedback, including custom and standard amenities, plantings and site features.
- Review the final design with PM and other City officials and incorporate revisions.
- Present final design to the public.
- Record public comments.
- Revise design as needed to obtain a final design that will be put into CD's.
- Coordinate with sub consultants, as needed, to develop utility, lighting, and irrigation plans and specs, as well as add/alternates in accordance with City standards and maintenance capabilities.
- Prepare detailed Cost Estimates to use in the Bid and Negotiation phase.
- Prepare and submit 100% Construction Documents for Invitation to Bid (IFB) release.

5.3 Bid and Negotiation

Bid and Negotiation will include the following tasks:

- Attend pre-bid conference to answer questions from potential bidders relating to the proposed site work.
- Assist City of Somerville Purchasing Department in issuing any needed addenda and respond to the bidder's questions as clarification as needed for the landscape design.
- Revise bid documents, if needed, to incorporate amendments and clarifications issued during Bidding and Negotiation phase and submit to the City of Somerville.

5.4 Construction Administration

Construction Administration will include the following tasks for the park:

- Schedule 2hours/day, 3 days/week throughout construction period for site inspections and associated tasks.
- Address design coordination between the City, general contractor and design sub consultants during the construction period.
- Answer questions from general contractor and update changes to the construction drawings and specifications as needed.
- Work with City designer to answer questions from general contractor and update changes to the construction drawings and specifications as needed.
- Review and record all product submittals, invoices, and change order requests with City.
- Record all meeting minutes and field notes.

6.0 Products

6.1 Site Analysis and Schematic Design

Site analysis and schematic design will include the following products:

- Existing conditions, site context and other plans as necessary.
- Presentations with site analysis at multiple scales. Presentation should incorporate information from City public records and archives, public comment, and the greater physical and cultural site context.
- Distinct schematic design alternatives. Schematic design must be presented in illustrative plan. Models, perspective drawings and other representation strategies are encouraged.
- Preliminary cost estimate for each schematic design alternative.
- Presentations and display boards showing design alternatives as needed. Consultant must be prepared to answer detailed questions on layout, circulation, materials, program, and planting recommendations for each schematic design.

6.2 Design Development and Construction Documents

Design development and construction documents will include the following products:

- Documentation relating to playground equipment, including any response to CPSI reports or maintenance of play equipment.
- Author 75% and 100% construction documents for review and acceptance from the City.
- 100% construction set must include the following: Existing Conditions Plan, Site Demolition and Preparation Plan, Layout and Materials Plan, Grading Plan, Planting Plan, Plan Enlargements (as needed, to depict special areas of site improvements), Site Details (scaled as required to depict design elements and anticipated construction techniques), Utility and Drainage Plan, Irrigation Plan, Lighting Plan, Site Specifications.

6.3 Bid and Negotiation

Bid and Negotiation will include the following products:

- Addenda or response to bid questions as needed to provide clarification in the construction bid process.
- Revision of bid documents to incorporate amendments and clarifications issued during the Bidding and Negotiation phase.

6.4 Construction Administration

Construction Administration will include the following products:

- Update construction drawings and specifications as needed.
- Review and record all change orders and submittals with City and maintain current file.
- Write and submit on a weekly basis all meeting minutes and field notes from site visits.
- Working with the construction vendor and subcontractors, complete a set of As-Built project drawings, which include all design and in-field changes in both printed and electronic format to the City to be delivered upon completion of project construction.
- If applicable, any documentation relating to park features or structures.
- A Plants and Trees maintenance manual, worksheet and calendar (per Project Manager’s direction) recording how plant material should be cared for.

7.0 Compliance with Ordinances, Statutes, and Regulations.

The construction documents must comply with all applicable federal and state laws and City ordinances and regulations. All recommendations should be informed by requirements in the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 et seq), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §791 et seq), and the Massachusetts Architectural Access Board (M.G. L. c. 22 § 13A) as well as all State and Federal Playground Safety Standards.

Comparative Evaluation Criteria

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

All RFQs will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators’ analysis of the information and materials required under the RFQ and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. RFQs that meet the minimum quality requirements will 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 only award a contract to a responsive and responsible Offeror. Before awarding the contract(s), the City may request additional information from the Offeror to ensure that the Offeror has the resources necessary to perform the required services. The City reserves the right to reject any and all RFQs if it determines that the criteria set forth have not been met.

Factor 1: Technical and Management Approach	
Highly Advantageous	The Offeror’s Qualifications demonstrate a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror’s Qualifications demonstrate that they have exhibited past projects that are both cost effective and relevant to Somerville’s specific needs.

Advantageous	The Offeror's Qualifications demonstrate a moderate understanding of the types of projects listed in the scope of services and modest attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been optimally cost effective and lack certain aspects of relevance to Somerville's needs.
Not Advantageous	The Offeror's Qualifications lacks a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been cost effective or relevant to Somerville.

Factor 2: Key Personnel

Highly Advantageous	<u>All</u> of the personnel identified by the Offeror are proven to possess a <u>very high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ for all proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly show an adequate level of relevant experience to successfully perform the scope outlined herein.
Advantageous	<u>All</u> of the personnel identified by the Offeror are proven to possess a <u>high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.
Not Advantageous	<u>Most</u> but not all of the personnel identified by the Offeror are proven to possess an <u>adequate level</u> of landscape design and construction administration experience. Resumes are not included not any of the proposed staff.

Factor 3: Past Performance

Highly Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of five or more projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.
Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of three or four park projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.
Not Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of less than three park projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.

Quality Requirements

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. **Please complete the Quality Requirements form, below, and submit it with your completed RFQ.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1-7, or a failure to respond to any of the following minimum standards may result in disqualification of your RFQ.

QUALITY REQUIREMENTS		YES	NO
1.	Is the Proposer capable of providing the Landscape Architectural Services, as described in the project summary?		
2.	Has the Proposer three (3) or more years of experience in providing similar services to other communities?		
3.	Are you able to provide the Site Analysis and Schematic Designs as requested in the specifications?		
4.	Are you able to provide the Design Development and Construction Documents as requested in the specifications?		
5.	Are you able to provide the construction administration as requested in the specifications?		
6.	Have you supplied photographs and/or renderings of other landscape design services provided to other communities?		
7.	Have you provided at least three references, including names, addresses and phone numbers, to which the proposer has provided the Landscape Architectural Services to other communities?		
8.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority, woman or veteran owned business?		

In order to provide verification of affirmative responses to items 1-7 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Period of Performance

The period of performance for this contract begins on or about 01/15/18 and ends on or about 12/31/19. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

Place of Performance

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

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, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

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 City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. 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 City 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 City or as otherwise agreed by City and the Vendor). The Vendor 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 City. 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 City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Deliverables

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

RFQ # 18-23

SECTION 3.0

Henry Hansen Memorial Park Design Services OFFERORS' CHECKLIST

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

Non-Price Statement of Qualification

Required with Sealed RFQs

- Letter of Introduction
- Acknowledgement of Addenda (if applicable and non-price related)
- Quality Requirements (See Section 2.0)
- Somerville Living Wage Form
- Certificate of Non-Collusion and Tax Compliance
- Certificate of Signature Authority
- Reference Form (or equivalent may be attached)
- W9

Required with Contract, *Post Award*

- Certificate of Good Standing (will be required of awarded Vendor; please furnish with RFQ if available)
- Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)

Price Proposal

- Acknowledgement of Addenda (if applicable and price related)
- Price Form



Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

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

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



**Certificate of Authority
(Corporations Only)**

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

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

(Insert Full Name of Corporation)

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

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

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

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

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

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____

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



**Certificate of Authority
(Limited Liability Companies Only)**

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

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

(Complete Name of Limited Liability Company)

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

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

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

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



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 7/1/2017 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.49 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 7/1/2017 is **\$12.49** 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.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:
City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
c/o PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Director

RFQ # 18-23
SECTION 4.0
PRICING

By signing this Price Form, the Offeror certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: **Henry Hansen Memorial Park Design Services**

- | |
|--|
| <ul style="list-style-type: none"> The RFQs will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than 11/22/17 by 11AM EST Awarded Vendor must comply with Living Wage requirements (see Section 3.0; only for services) Awarded Vendor must comply with insurance requirements as stated in Section 3.0. The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges. This form to be enclosed in sealed RFQ package. |
|--|

Please provide Unit Price for the following and include any additional fees not listed:

<u>01/15/18 - 12/31/19 Total Fixed Fee</u>	
<u>Design Services - Total Fixed Fee</u>	\$ _____

Itemized Design Fee by Task	
Site Analysis and Schematic Design	\$ _____
Design Development and Construction Documents	\$ _____
Bid and Negotiation	\$ _____
Construction Administration	\$ _____

Name of Company/Individual:

Address, City, State, Zip:

Tel #	Email:
--------------	---------------

Signature of Authorized Individual

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

ACKNOWLEDGEMENT OF ADDENDA:
Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____ #8 _____ #9 _____ #10 _____

APPENDIX A
City's General Terms and Conditions

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions

"City" shall mean the City of Somerville, Massachusetts.

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are 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 the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

"Certify" or "Certifies" shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

"Vendor" shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor's performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor, and accept or reject same.

4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule.

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. 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. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract.

In case of an error in extension prices quoted herein, the unit price will govern (Applicable To Goods Only).

5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

6. Risk of Loss

The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City.

The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract.

The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents and representatives from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, attorney's fees and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

8. 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 specifying the termination date.

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, subject to approval of the City.

If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand.

Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity.

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.

The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods 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 goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

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, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Rights and Remedies.

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; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; 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.

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. 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. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. 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. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

10. Governing Law; Forum

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and

maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

11. 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.

12. Amendment

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

13. Conditions 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.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

14. 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**.

15. Independent Contractor

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

16. Assignment; Sub-Contract

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

17. Discrimination

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees 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.

18. Waiver

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

19. Severability

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

20. Notice

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City addressed to: Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143, Fax # 617-625-1344 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

21. 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.

22. 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. The Vendor certifies 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.

23. Tax and Contributions Compliance

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

24. Municipal Taxes, Charges and Liens

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

25. Compliance with Applicable Laws

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

26. 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 (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

28. Recordkeeping, Audit, and Inspection of Records All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

29. Debarment or Suspension

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

30. Warranties (Applicable to Goods Only)

The Vendor warrants that (1) the goods 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 Vendor guarantees that upon inspection, any defective or inferior goods 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 goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.