SOLICITATION FOR:

RFP # 21-16 Animal Control Officer/Animal Inspector Supplemental Services

CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 08/26/2020
QUESTIONS DUE: 09/02/2020 **by 12PM EST**
DUE DATE AND TIME: 09/09/2020 **by 12PM EST**

Anticipated Contract Award	09/10/20
Est. Contract Commencement Date	09/14/20
Est. Contract Completion Date	09/13/21
Est. Renewal Years (If Applicable)	With 2 one year options to renew

DELIVER TO:
City of Somerville
Purchasing Department
Attn: Prajkta Waditwar
Construction Procurement Manager
pwaditwar@somervillema.gov
93 Highland Avenue
Somerville, MA 02143

In order to practice social distancing, this bid is made available for online submission via BidExpress. Due to COVID19, public health emergency, all the City buildings and public places are closed to the public and in-person meeting are not allowed. Bid results will be made available to public within an hour after bid-opening deadline.

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Proposal For:
RFP # 21-16Animal Control Officer/Animal Inspector Supplemental Services

SECTION 1.0
GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 08/26/2020 per the below-noted City Hall hours of operation.

City 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
It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.
Proposal Format:
Submit one (1) sealed proposal package (with two sealed envelopes, one for the price and one for the technical proposal); it must be marked with the solicitation title and number and must be original.
In an effort to reduce waste, **please DO NOT USE 3-RING BINDERS.**
Responses must be sealed and marked with the solicitation title and number.
All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in **Sections 2.0 - 4.0**). **If all required documents are not present**, **the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.**
A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror 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, may be disqualified.**
The Offeror's authorized official(s) must sign all required proposal forms.
The Price Form in **Section 3.0** 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 Proposal Schedule

Key dates for this Request for Proposals:	
RFP Issued	08/26/2020
Deadline for Submitting Questions to RFP	09/02/2020 by 12PM **EST**
Proposals Due	09/09/2020 **by 12PM EST**
Anticipated Contract Award	09/10/20
Est. Contract Commencement Date	09/14/20
Est. Contract Completion Date	09/13/21

Responses must be delivered by **09/09/2020 by 12PM EST** **to:**	City of Somerville Purchasing Department Attn: Prajkta Waditwar 93 Highland Avenue Somerville, MA 02143

1.3 Submission Instructions

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

Contents of Sealed Proposal Package	Marked As
Envelope 1 Non-Price Technical Proposal: 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 Proposal RFP # 21-16Animal Control Officer/Animal Inspector Supplemental Services
Envelope 2 Price Proposal: Shall Include one (1) original and one (1) copy.	**To Be Marked:** Price Proposal RFP # 21-16Animal Control Officer/Animal Inspector Supplemental Services
Please send the complete sealed package to the attention of :	Prajkta Waditwarr Construction Procurement Manager Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

(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.

RFP#21-16: Animal Control Officer / Animal Inspector Supplemental Services

Additional Instruction for Bid Submission due to COVID19 Emergency

Methods of Bid Submission:

Bidders may submit bids in any of the following ways. All bids will be time-stamped and must be received no later than 12:00 p.m.

1) Deposit your sealed bid package in the black drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue.

2) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).

3) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately $35.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at:

https://www.bidexpress.com/businesses/33100/home A user guide is attached for your reference.

4) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at www.bidexpress.com.

Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. 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 (Section 4.0). 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 proposal shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All submissions will allow for easy removal and replacement of pages.

Cover Letter

Submit a cover letter that includes 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, may be disqualified.

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 proposal.

References

The Offeror shall list <u>at least three</u> 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 3.0)

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: 09/02/2020 **by 12PM EST**

Questions concerning this solicitation must be delivered in writing to:

Prajkta Waditwar
Construction Procurement Manager
Somerville City Hall
Purchasing Department
93 Highland Avenue
Somerville, MA 02143
Or emailed to:
pwaditwar@somervillema.gov
Or faxed to:
617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Purchasing Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal 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

If any proposer contacts City personnel outside of the Purchasing Department regarding this proposal/proposal, that proposer 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.

Proposal 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).

Time for Proposal Acceptance and City Contract Requirements
The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror 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
Indigenous Peoples' 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 proposal opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals 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 proposers 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). 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 Proposals, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal 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 proposal opening, an Offeror may not change any provision of the proposal 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 proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

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

Unbalanced Proposals

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

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 Comparative Evaluation Criteria set forth in Section 2 of this RFP shall be used to evaluate responsible and responsive proposals.

All proposals 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 RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals 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 Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary 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.

Selection Process
Qualified proposals will be reviewed and rated by the Evaluation Committee ("the Committee") on the basis of the comparative evaluation criteria and minimum quality requirements included in Section 2.0.

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 proposal (technical and price) is deemed to be the most highly advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

RFP # 21-16

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

General Requirements

Qualified proposers (vendors) are invited to submit a proposal in response to this Request for Proposals (RFP). Before submitting a proposal, each proposer must make a careful study of all specifications and proposal/contract requirements and fully assure themselves as to the quality and quantity of the services required by this RFP.

The successful proposer will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts and of the City of Somerville.

Proposals that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the Chief Procurement Officer. Conditional proposals will not be accepted. The City reserves the right to reject any and all proposals, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the City.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the City of Somerville are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

No subcontracting of any work is allowed under this bid/contract without prior approval. The successful bidder will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Chief Procurement Officer of the City.

All submitted technical proposals and associated price proposals must be guaranteed to the City of Somerville for a period of sixty (60) calendar days from the RFP submission date. By or before that date the City of Somerville will make a decision to either issue a contract or reject all proposals that were received.

Proposals may be withdrawn without penalty prior to the time and date specified for the proposal submission deadline. Requests to withdraw a proposal must be made in writing, addressed to the Chief Procurement Officer.

All RFP proposal requirements, including these General Requirements shall constitute a part of the contract of services. A copy of the successful proposer's offer/proposal will be incorporated herein and made a part of the contract as well.

Insurance
Before any work begins, all insurance policies must be in place and remain in effect for the term of the contract. Subcontractors must meet all insurance requirements also. All required insurance must be written with such companies qualified to do business in Massachusetts and shall be in accordance with the general laws of the State of Massachusetts. Vendors must maintain a policy of leading comprehensive public and commercial general liability, owner's protective liability, property damage, and automobile liability insurance (for all vehicles used in completion of this contract) under which the Vendor is named as insured and the City of Somerville is named as additional insured, and under which the insurer agrees to provide coverage in the minimum amounts set forth below. Workers Compensation coverage must be maintained for all of the Vendor's employee's as required by Massachusetts General Law. The minimum amounts of such General Liability insurance shall be not less than One Million Dollars ($1,000,000) per occurrence/combined single limit and shall be not less than Two Million Dollars ($2,000,000) in the aggregate per location; and Automobile Liability of at least $1,000,000 Bodily Injury & Property Damage for any vehicle used in performing services under this contract. If at any time during the contract the Vendor fails to provide insurance as established above, this shall be considered a breach of contract and grounds for the immediate termination of the contract. By accepting the contract, the Vendor agrees to indemnify, pay on behalf of, defend and hold harmless the City of Somerville from and against any and all claims, demands, suits, actions, costs, judgements, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the City of Somerville by reason of (a) any failure on the part of the Vendor to comply with any provision or term required to be performed or complied with by the Vendor under this contract, or (b) for the death, injury, property damage, claims, losses, expenses or damages whatsoever suffered by any person on account of or based upon the act, omissions, fault, negligence, errors, breach of contract, or misconduct of Vendor, Vendor's employees, subcontractor's, etc., arising out of or in any way related to the Vendor's services. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim. The Vendor shall furnish the City with certificates of insurance as proof of the above, before any work is to commence.

Governing Law & Entire Agreement
This Contract will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract will not be modified or amended except by a written document executed by the parties hereto.

Technical Specification
The City of Somerville is seeking to hire a qualified vendor to perform Animal Control Officer, Animal Inspector, and kenneling services on a 24 hours per day, 7 days per week, 365 days per year basis to supplement the Animal Control Unit. The kenneling service will be utilized by the current Animal Control Unit.

One contract will be awarded to the one responsive and responsible proposer who the City determines offers the most advantageous proposal, taking into consideration all evaluation criteria set forth in this RFP, as well as price. The contract that is awarded as a result of this Request for Proposals will be effective upon completed execution of a contract signed by both the successful proposer and the appropriate City officials. The contract will be for a period of three (3) years from the date of the executed contract.

The performance and payment obligations of the City for years 2 and 3 of this contract will be subject to appropriation or availability of funds. If the City of Somerville should not, for any reason, at any time, appropriate or otherwise make available, funds to support continuation of performance in any fiscal year succeeding the first year, the Chief Procurement Officer will cancel any contract pursuant to this RFP without penalty upon thirty (30) days' written notice to the Vendor.

Changes to the Contract
No additional work or changes to the Contract are authorized unless a signed Change Order is issued by the Chief Procurement Officer of the City of Somerville.

Any modifications, orders, instructions, etc., given verbally or in writing by any representative of the City other than the Chief Procurement Officer, that change, modify or alter the Contract in any manner, will NOT be binding upon the City or the respective Department for whom the work is being performed. Any work performed that is not covered by this Bid/Contract or a signed Change Order issued by the Chief Procurement Officer; is performed at the sole risk of the Vendor.

Termination Clause
If at any time the City of Somerville determines that the services of the vendor are no longer needed, for any reason, even for convenience; then the City will have the option to terminate this contract immediately upon written notice to the vendor. The vendor would be paid for all work completed up to the point of termination of the contract. All work finished, reports, paperwork, etc., will become the property of the City of Somerville.

If at any time the vendor fails to fulfill or comply with any of the requirements of this RFP/contract, such as shoddy workmanship, improper procedures, supplying sub-standard, improperly trained employees, not adhering to the work schedule, etc., the City, at its option, can terminate this contract immediately upon written notice to the vendor.

References
Proposers must submit a list of references of clients who they have performed similar services for over the past five (5) years. The list must indicate what associated services were provided to each client on said project.

If a proposer has not performed such animal control or inspection services previously, they should list any previous animal handling experience they have, or animal related services they may have performed. If a proposer has no such animal experience, they must submit a list showing recent job experience, and any character references they can provide.

This reference list must include contact names and telephone numbers. The City is to have express permission to contact these people, either by telephone, written correspondence or in person, as to past performance. The City reserves the right to contact any entity that the Vendor has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history. Any negative references received may be grounds for the REJECTION of a proposal.

Interview
Proposers may be required to appear for an interview, if so requested, with the Selection Committee, before any award is made. The purpose of the interview would be to review the Proposer's background and capabilities to satisfactorily provide the services called for in this RFP. Failure to comply with this request may result in the rejection of the proposal.

Job Site
Proposers are required to fully familiarize themselves of existing conditions of the entire job site where work may be performed over the life of the contract. Lack of knowledge or unfamiliarity of the project or job site after the contract has been awarded will not excuse non-compliance with the requirements of all specifications contained in this RFP document.

It is understood that the Job Site is the entire city of Somerville, and that work will be conducted on both public and private property.

Equipment Demonstration
Bidders may be required to make the actual equipment to be used in carrying out the Animal Control Officer duties, available for inspection and demonstration before any award is made. Failure to comply with this request will result in the rejection of your bid.

Monthly Invoicing
The Vendor will submit invoicing for all work performed on a monthly invoice. Invoices must be addressed to Somerville Police Department, 220 Washington St, Somerville, MA 02143; and must show the City Contract Number on them. All invoices must clearly indicate that it is billing for the Animal Control Officer Services and what month the invoice covers. The invoicing will be broken into twelve (12) equal installments/billings reflecting the total bid price for that particular year as listed on the Price Proposal Submission Form section of this contract. Invoices must be submitted the first week of the month following the month for which the work was performed. If any reimbursable expenses are included on the invoice, each fee must be listed separately along with an explanation of what the charge is for.

Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The City will pay all invoices within thirty (30) days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

Contract payments will be made to the Vendor, provided that all terms of the contract have been fulfilled to their full extent and complete satisfaction of the City of Somerville.

Status of the Vendor
The Vendor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and neither the Vendor, nor its employees, agents, servants, sub-contractors, nor any person for whose conduct the Vendor is responsible will be considered an employee or agent of the City for any purpose including, but not limited to, entitlement to any fringe benefits.

The Vendor will be solely responsible under Social Security, Worker's Compensation and Income Tax laws applicable to him/her with respect to his/her duties and obligations under this Contract.

Scope of Services
The City of Somerville is seeking to hire a qualified vendor to provide Animal Control Officer and Animal Inspector (hereinafter referred to as ACO for both positions) services for the City.

The Vendor agrees that to the extent that such law is applicable to the duties to be performed hereunder, the Vendor will comply with the provisions of Chapter 268A of the Massachusetts General Laws concerning conflict of interests.

The City of Somerville is committed to the following, and expects the ACO to also be committed to the following;

- Giving compassionate and quality care to all stray animals in its custody.
- Impartially enforcing State and Local dog and animal laws.
- Educating the public about responsible pet ownership.
- Mediating complaints promptly and efficiently.
- Providing crisis intervention, recognizing that extremely emotional situations can result from the strong human/animal bond.

A. Hours of work

The Vendor will be on call from 6:00 a.m. to 2:00 p.m., 7 days per week, 365 days per year, including all holidays and available on call Tuesdays & Wednesdays 2p.m.-10p.m.. The Vendor will provide emergency service during off hours from 10:00 p.m. to 6:00 a.m. 7 days per week. Emergency service is understood to only be calls made to the Vendor from the City (i.e. Police, Fire, Health Dept., etc.); the Vendor will not be required to take calls from residents after hours.

The City of Somerville will provide a cell phone to the Vendor for ACO purposes, and will pay for the associated cell phone plan. This cell phone and associated telephone number will remain the property of the City. This cell phone will be used by the Vendor for ACO business only. If the Vendor damages or loses the phone during the life of this contract, the Vendor will pay for a brand new replacement equal to the original phone, or if said model is discontinued, the newest/equal replacement for that cell phone. Upon expiration of this contract, the cell phone must be returned to the City.

If the Vendor is called to respond to an emergency during off hours (i.e.10:00 p.m. to 6:00 a.m.), the Vendor will be compensated for such off-hours response at a flat fee of $75.00. This emergency response fee will be invoiced to the City on the monthly invoice.

B. Animal Inspector Duties

The Vendor will fulfill all duties of Animal Inspector as outlined in Massachusetts General Laws, Chapter 129, §1 thru 48, ; and all other applicable laws of the Commonwealth of Massachusetts, and as any of the stated laws may be further amended or implemented at any time; including, but not limited to, the following:

1. Inspecting domestic animals affected with or exposed to any contagious disease; quarantining or isolating animals when appropriate (M.G.L. Ch. 129, Sec 19 & 21).

2. Issuing quarantine notices for domestic or farm animals that bite people, or are bitten by other animals; inspecting quarantined animals regularly to ensure that the quarantine is not broken and the animal is not exhibiting signs of rabies (M.G.L. Ch. 129, Sec. 24 & 30).

3. Performing sanitary inspections of kennels, or any building where animals are kept, to ensure compliance with all Commonwealth rabies control laws. Documenting and keeping all records relative to inspections. Supplying a Summary Sheet on such kennels which will be supplied annually to the Massachusetts Department of Food and Agriculture Division of Animal Health (M.G.L. Ch. 129, Sec. 25), with a copy of said Summary Sheet to be supplied to the City. The Vendor will also perform inspections of pet shops, veterinarian offices, etc., and all other locations as required by M.G.L. Chapter 129.

4. Keeping abreast of new or revised state regulations and/or laws pertaining to the duties of this position.

5. Maintaining upon the Vendor's and its employees' persons; proper identification as provided by the City of Somerville.

In fulfilling these animal inspection duties, the Vendor will submit to the Somerville Chief of Police an annual overview report, in a form acceptable to the City, and shall keep a detailed record of all actions taken, inspections performed, and the results of all inspections. The ACO will provide current records at any time as requested by the Somerville Board of Health or the Chief of Police.

C. Animal Control Duties

Working under the direction of the City of Somerville Police Department, the Vendor will have primary responsibility for the enforcement of;

The Vendor must supply their own equipment, e.g., traps, snares, leashes, nets, ladders, rabies pole, crates for transport, etc., necessary to perform the ACO duties outlined in this RFP/contract.

Animal Control Officer Duties include, but are not limited to, the following;

1. Dog licensing enforcement.

2. Enforcing all State and Local laws, ordinances, regulations, etc., related to dogs and other domestic animals, including leash laws.

3. Assist in, and investigate dangerous dog situations, which may include removal of a dangerous dog from a household/family, permanent relocation of said dog, and/or euthanizing of said dog, all in accordance with State law regarding dangerous dog situations.

4. Pick up stray dogs and other stray domesticated animals, kenneling said animals for mandatory periods of time according to State laws, and providing veterinarian services for such animals when called for.

5. Pick up and treat, or if necessary dispose of, any animal, including wildlife, found within City limits, that is injured, maimed or diseased.

6. Diligently attempt to locate owners of stray dogs and other domesticated animals. Such location attempts will be done via the Somerville Police Department's Facebook page, the City of Somerville's official website, and any other media outlet available to the ACO useful for notifying/locating such animal owners. Give or sell dogs to new owners, after the mandatory holding period has expired (per Massachusetts laws) if the original owner cannot be located (all prospective owners will be approved by the ACO). If the ACO sells a dog, the ACO will be allowed to set the fee charged for said sale. All proceeds from the sale of abandoned dogs and other domesticated animals will be turned over to the City. Any fees charged for abandoned animals should be priced so as to recoup any boarding fees, veterinarian care, etc., for said animal; not to make a profit. The ACO should strive to recoup costs in the sale of an animal whenever possible.

7. Respond to emergencies or unusual situations which may include, but is not limited to, injured animals and situations relating to dogs or other animals, including wildlife, which pose a serious and immediate threat to property or public health & safety.

8. Investigate, handle, and resolve all complaints relative to alleged violations of laws, bylaws and regulations related to dogs and domesticated animals.

9. Issuing Citations – ACO will issue citations in accordance with Somerville Ordinances and State regulations. All such fines or penalties will be collected by the City and will be the property of the City. The ACO will pursue delinquent fines and/or penalties on behalf of the City via court process as necessary or as directed by the Somerville City Clerk.

10. Participating in any hearings before the Somerville Board of Health, Police Department, Mayor, City Council, and/or prosecution of cases in Court as needed, whether such participation may be during normal business hours or night time meetings.

D. Staffing

All services provided by the Vendor will be performed by him/her personally and/or a qualified member of his/her staff acting as an Assistant Animal Control Officer/Assistant Animal Inspector. All assistant Animal Control Officers and/or assistant Animal Inspectors performing any duties under this contract will be directly compensated by the Vendor; such compensation to be included in your proposal pricing. The Vendor is not required to have an assistant(s) in the performance of duties under this contract.

The Vendor will maintain adequate staffing levels to ensure all services outlined herein are provided in an efficient and professional manner for the duration of the contract. If any assistants are employed, the Vendor will provide the City with a list of such employees expected to perform services under this contract, including their certifications held, if any, at the start of this contract and on each anniversary date; or at any other more frequent interval as directed by the City of Somerville.

The Vendor, and any staff assigned to perform services under this contract, must possess a valid Massachusetts (or from the state where they reside) Class D Motor Vehicle License

Any changes to personnel assigned to this contract, during the term of this contract, will require notice to, and prior written approval from the Somerville Chief of Police.

The City reserves the right to remove any employee of the Vendor from providing services in the City, under this contract, if the City determines it to be in the best interest of the City.

E. Certification

The Vendor will, within twelve (12) months of the start date of this contract, attend and successfully complete the annual certification program sponsored by the Massachusetts Animal Control Officer Association. The Vendor will present evidence of the successful completion of said certification to the Somerville Chief of Police upon notification by the Association. Failure to successfully obtain certification will be grounds for the immediate termination of the contract.

Any assistants used in the performance of duties under this contract must also hold/obtain said certification.

All costs for obtaining/maintaining said certification will be paid by the Vendor, and the cost must be included in your proposal pricing.

The Vendor will be responsible for obtaining and maintaining all other required permits, licenses or other like requirements necessary to perform the duties outlined in this RFP, which may be in force now or be instituted at a later date.

E. ACO Vehicle

The Vendor will provide, at his/her own expense, a motor vehicle, suitable to performing the duties described herein, including the transport of animals. The vehicle shall be utilized by the Vendor in the course of his/her services to the City. The Vendor is responsible for, at their expense, all maintenance and fuel required in the use of said vehicle. The vehicle must be kept in good working condition so as not to pose a threat or cause harm to any animals or the general public. The vehicle must at all times be clean and in presentable condition. The adequacy of the vehicle to be used will be subject to the sole determination and approval of the Somerville Chief of Police. The vehicle must be adequate to transport, in a safe manner, at least two (2) moderate sized dogs/animals at the same time. Animals must be safely contained (i.e. crated) during transport.

The vehicle will be clearly marked and designated as an official animal control vehicle for the City of Somerville by way of magnetic door signage. Said magnetic signage will only be applied on vehicle during the performance of Animal Control duties. The City will supply the magnetic signage, which will remain the property of the City. If the Vendor should damage or lose the signs, the Vendor will pay for replacement signs, equal to the original signs. Upon the expiration of this contract, the signs will be returned to the City.

F. Kennel Facilities and Care of Animals in Custody

1. The City does not maintain a kennel facility for animals retrieved in the City. The Vendor will provide kennel facilities for the boarding, feeding & sheltering of unlicensed or stray animals under the ACO's care. This facility will be operated by the Vendor and maintained on a 24-hour per-day basis in a neat, clean and sanitary condition, in compliance with all applicable State and Local statutes, rules and regulations, and in conformity with established standards for animal care. The Somerville Chief of Police, Health Director, or their designee, reserves the right to enter and inspect the Kennel premises without prior notice to ensure that the animals are cared for in a humane and proper manner.

2. The Vendor, if they do not have their own kennel facility, may sub-contract the kenneling requirements to a properly licensed kennel. The name & location of any sub-contracted kennel must be submitted to the City of Somerville for approval. If the City does not approve the submitted kennel, the Vendor will then submit the name of a second kennel for approval. If the Vendor chooses to sub-contract the kenneling services, the Vendor will still be responsible for all kennel operations as they pertain to the custody of animals picked up by the ACO in the execution of his/her duties.

3. The Kennel facility, whether owned by the Vendor or sub-contracted, must not be located any further than ten (10) road miles from Somerville City Hall (i.e. 93 Highland Avenue, Somerville).

4. Boarding fees are not to exceed $40 per each 24 hour period per animal or any part thereof that the animal is held thereafter. These boarding fees will be invoiced to the City on the monthly invoice. All fees incurred must be broken out in detail on the invoice, accompanied by copies of all invoices showing the amounts paid by the Vendor (if a sub-contracted kennel is used). No price mark-up to the City will be allowed on these fees by the Vendor. If a dog/cat/animal is not licensed (if licensing is required), a license as required by the City must first be secured by the animal's owner before said animal will be released by the ACO.

5. The Vendor will provide humane treatment of all animals in its care and custody. The Vendor will provide adequate housing, food and water to all animals in its custody and the kennel facilities will not be overpopulated at any time. Such food, water, care, etc., is understood to be included in the boarding fee described above.

6. The Vendor must have veterinary services available, either at their kennel facility, the sub-contracted kennel facility, or thru arrangement with a licensed, independent veterinarian. The name of any veterinarian to be used in the performance of this contract must be submitted to the City of Somerville for approval. If the City does not approve the submitted veterinarian, the Vendor will then submit the name of a second veterinarian for approval.

7. At the start of this contract, and on each anniversary year, the Vendor will supply the City with a list of all veterinarian services and their associated costs, hourly fees, etc., which will be in force for the following 12-month period. Owners of impounded animals will be responsible for all routine/emergency veterinary care costs incurred while the animal is in the care and custody of the ACO. All veterinary fees incurred under the performance of this agreement will be recovered by the Vendor from:

    i. The owner of the animal when the owner claims their animal.
    ii. Fees received by the Vendor if the animal is subsequently adopted, or sold to a new owner, in compliance with this contract and all State and Local laws.

8. If there is an expectation that veterinary service expenses will be incurred under this contract that will not be covered by either i) or ii) above, these veterinarian fees will be invoiced to the City on the monthly invoice. All fees incurred must be broken out in detail on the invoice, accompanied by copies of all invoices showing the amounts paid by the Vendor. No price mark-up to the City will be allowed on these fees by the Vendor.

9. The kennel facilities will provide means for the isolation of quarantined animals that will allow for proper and humane care, and not expose other sheltered animals to risk.

10. The kennel's normal business hours (i.e. open to the public) will be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, and from 8:00 am to 12:00 Noon on Saturdays. Ideally the Kennel should be open until 7:00 p.m. weekdays, to accommodate owners retrieving their pets/animals that have been kenneled by the ACO.

11. If the Kennel is not open to the public according to the days & times shown above, the ACO and/or Kennel must make themselves available to meet with animal owners, until 7:00 p.m. on weekdays, and from 8:00 a.m. to 12:00 Noon on Saturdays for the purpose of accommodating animal owners retrieving their pets. These after hour pick-ups can be by way of appointment with the animal owners.

G. Information Reporting and Record Keeping

The Vendor will keep a complete record of all activities performed, including the following:

- All animal complaints and incident reports, including a report of what action was taken with regard to each complaint or incident and the date such action was taken.
- All citations issued and their final disposition.
- The amount, date received and source of all animal control funds received by the Vendor from any source.

The Vendor will submit regular monthly reports to the Somerville Chief of Police and will be required to develop its own computer-generated record-keeping procedure and will maintain records of all calls received

and all animals it handles in the performance of this contract. The reports will, at a minimum, include the number of impounds, by animal type (if dogs, broken down by breed), number of days impounded and all care & handling fees received, disposition of animals impounded, the number and type of nuisance/complaint calls and their nature, and a record of any citations issued.

Comparative Evaluation Criteria

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

All proposals 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 RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals 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 Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary 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.

Factor 1: Proposer's ACO experience	
Highly Advantageous	The proposer has more than two (2) years of experience contracting with municipalities for ACO services similar in scope to the services described herein.
Advantageous	The proposer has six (6) months to two (2) years of experience contracting with municipalities for ACO services similar in scope to the services described herein.
Not Advantageous	The proposer has less than six (6) months of experience (including no experience) contracting with municipalities for ACO services similar in scope to the services described herein.

Factor 2: Proposer's animal handling experience (i.e. MSPCA work, veterinarian or related work, animals shelter work, animal training work, wildlife experience, etc.)	
Highly Advantageous	The proposer has more than two (2) years of experience working with/handling animals, particularly dogs, and other domesticated animals or wildlife.
Advantageous	The proposer has at least six (6) months to two (2) years of experience working with/handling animals, particularly dogs, and other domesticated animals or wildlife.
Not Advantageous	The proposer has no previous animal related work experience.

Factor 3: Staffing plan	
Highly Advantageous	The staffing proposal evidences highly qualified and experienced staff and adequate staffing levels to provide the services required by this RFP/contract.

Advantageous	The staffing proposal evidences qualified staff and generally adequate staffing levels to provide the services required by this RFP/contract.
Not Advantageous	Staff is relatively inexperienced and/or staffing levels may not be sufficient to provide the services required by this RFP/contract.

Factor 4: Kennel facilities	
Highly Advantageous	The proposer, or kennel sub-contractor, has more than five (5) years experience operating a kennel facility, and the facilities are clean and well-managed.
Advantageous	The proposer has at least two (2) years but less than five (5) years experience operating a kennel facility, and the facilities are clean and well-managed.
Not Advantageous	The proposer has less than two (2) years experience operating a kennel facility, or the facility is unclean and/or overcrowded.
Unacceptable	The proposer has no previous experience operating a kennel, and has not identified a suitable kennel sub-contractor.

Factor 5: Veterinarian services	
Advantageous	The proposer is able to provide veterinarian services as required by this RFP/contract, either by way of an on-staff veterinarian, a veterinarian on staff at a sub-contracted kennel, or thru an arrangement with an independent veterinarian office.
Unacceptable	The proposer is not able to show evidence that they can provide veterinarian services as required by this RFP/contract.

Factor 6: Evaluation of the Proposal	
Highly Advantageous	The proposal clearly and comprehensively addresses all of the requirements of this RFP and demonstrates the proposer's capacity from a staffing and experience standpoint to deliver the services outlined in this RFP.
Advantageous	The proposal clearly addresses most of the requirements of this RFP and/or the proposer has demonstrated its capacity to deliver most of the services outlined in this RFP.
Not Advantageous	The proposal fails to clearly address many of the requirements of this RFP and it is unclear that the proposer has the capacity to deliver the services outlined in this RFP.
Unacceptable	Not responsive to explaining how the proposer will meet requirements.

EVALUATION CRITERIA

The City of Somerville will evaluate all proposals that offer all of the required ACO services, to determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the criteria and requirements set forth in this Request for Proposals.

In evaluating proposals, the City will consider, but not be limited to, the following evaluation criteria:

1. The price proposed for the various required ACO services.

2. How well and to what extent the Proposer meets all requirements of this RFP.

3. If a proposal indicates any exceptions/deviations from the requirements, how well does the offered substitution meet or exceed the original specification/service that was required.

4. The individual merits and features of each proposer's operation/company/personnel as compared against other proposers.

5. Experience level of the proposer, as well as any/all other personnel assigned to this project.

6. Previous experience serving other municipal clients, particularly in Massachusetts.

7. Previous types of ACO or animal-related positions the proposer has experience working on.

8. Completeness, clarity, and responsiveness of the proposer's RFP proposal submission.

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 proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 6 or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

	QUALITY REQUIREMENTS	YES	NO
1.	Proposers must submitted a listing of key personnel, including name, title, role and copies of relevant certifications or training of each individual who will be providing the services described herein (ACO, assistant ACO's, kennel operator, veterinarian).		
2.	Proposers must describe their operations, including how they plan to provide 24-hour per-day coverage, 7 days per week, 365 days per year. Proposers shall include proposed procedures for taking calls/reporting of incidents by the public and City departments. Prior to execution of the final contract, negotiated procedures (if any) that are mutually agreeable to the successful vendor and the City will be incorporated into the terms of the contract document.		
3.	Proposers must provide evidence that they own and operate adequate kennel facilities, or that they have a kennel ready to enter into a service agreement with them if awarded this contract. Proposers must provide the location of such facilities. Include drawings, photos, description of facilities, etc. and any policies/procedures pertaining to its operation. Include a copy of the current kennel license, ACO Massachusetts certification, and kennel's insurance certificate evidencing proof of current insurance coverage.		
4.	Proposers must provide the name of the veterinarian who will be utilized to provide veterinarian services under this contract. If the veterinarian is not an employee of the Vendor, please provide the name of the veterinarian clinic/hospital where the veterinarian will provide services.		
5.	Proposer must provide minimum 3 references for the similar work.		
6.	Proposers must provide a statement of any judicial and/or administrative proceedings pending or concluded adversely to the proposers within the past five (5) years which relate to the proposers' performance of this type of work.		
7.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1 through 6 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.

FEES

At any given time during the term of this Contract, the City may amend the Somerville City Ordinance(s) in such a way that animal owners will be required to reimburse the City for all costs, fees, etc., (i.e. kennel fees, veterinarian fees, disposal fees, etc.) associated with the capture and care of their dog/animal before said dog/animal is released to the animal owner.

In the event that such Ordinance change is made, the City reserves the right to alter this contract such that the ACO would then collect all said fees from the dog/animal owner before releasing the dog/animal to the owner. The City would have the sole discretion to implement one of two polices regarding the collection of fees. The City would either 1) direct the ACO to collect all fees and turn them over to the City, and continue to invoice the City for all such costs incurred on the part of the ACO; or, 2) direct the ACO to collect & retain all fees as reimbursement for all costs incurred on the part of the ACO; there would be no further invoicing to the City.

The City would retain the right to set the prices of all such fees, in agreement with the ACO.

SUBMISSION REQUIREMENTS

Proposers must be able to comply with all of the RFP specifications in order for your proposal to be accepted. Please read all of the RFP specifications and follow all instructions in preparing your RFP response. Failure to respond properly may result in the REJECTION of your proposal.

Sealed proposals for the Animal Control Officer & Animal Inspector Services will be received in the Office of the Chief Procurement Officer, City Hall, 93 Highland Ave, Somerville, MA 02143, until the submission deadline, at which time all proposals received will be recorded. No proposals will be accepted after the time and date specified.

Proposers must submit two (2) exact copies of the Technical Proposal with all required information included and one (1) copy of the Price Proposal. The Technical Proposal and Price Proposal must be submitted in separate, sealed envelopes bearing on the outside the name and address of the Proposer, addressed to the Chief Procurement Officer of the City of Somerville. The Technical Proposal must be properly filled out, signed, sealed and endorsed, and must NOT include any pricing information. Telephone responses and faxed replies will not be accepted. No responsibility will be attached to any person or persons for the premature openings of proposals not properly marked.

The Technical Proposal envelope must be labeled:
"Animal Control Officer & Animal Inspector Services – Technical Proposal"

The Price Proposal envelope must be labeled:
"Animal Control Officer & Animal Inspector Services – Price Proposal"

Each firm desirous of consideration will submit the following

1. All Technical & Price Proposals must be signed by the Proposer or a representative of the Proposer authorized to act on behalf of the Proposer.

2. The Company Information form, Non-Collusion form, Certificate of Authority form and Addenda Acknowledgement form must be included with your Technical Proposal submission.

3. All Price Proposals must state firm pricing for all required services as listed in this RFP.

4. Provide a complete description and background information on the Vendor replying to the RFP. Who the Vendor is, what work they do, how long they have been in business, why they are qualified to perform this work, etc. See section titled "Minimum Requirements for Application" for other information required to be submitted as part of your proposal

5. Identify and provide resumes of all personnel who will be assigned to perform duties under this contract, including what their role will be.

6. Provide a listing of any and all previous ACO work, or other animal related work you may have previously performed.

7. References. See section titled "References" for requirements.

8. Indicate whether or not you/your firm has been dismissed or disqualified from an animal related project/job within the past five years, and if yes, the reason why.

9. All other information as necessary to comply with the requirements of this Request for Proposals as well as any other information that the Proposer believes would be beneficial to the City in considering your proposal. It is understood that upon written request from the City Chief Procurement Officer, a proposer may be required to submit further information to support the proposer's qualifications.

Period of Performance
The period of performance for this contract begins on or about 09/14/20 and ends on or about 09/13/21. 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.

Price Proposal Instructions
Proposers must submit pricing to cover all of the services required in this RFP. The proposal prices must be all-inclusive, including all costs, fees, charges, expenses, insurance costs, compensation, etc.; all travel costs,

postage, fax and telephone charges, equipment & vehicle acquisition & operating costs, preparation of reports or state filings, etc., attendance at any meetings, either during normal working hours or at night, or any other items necessary to provide all of the required Animal Control Officer and Animal Inspector services as required herein. No separate fees or costs of any kind will be paid other than the stated proposal prices (this does not refer to those reimbursable items as described under the section title "Scope of Services".

There are two price sections on the Price Proposal Form. The top section is the annual fee that you/your firm will charge to the City of Somerville for providing all services as required in this RFP/contract. This fee does NOT include those reimbursable items you will invoice the City for. All reimbursable items are described in the section titled "Scope of Services". This annual fee is to include all items needed to provide the services called for, as described in the above paragraph's instructions.

The bottom section (kenneling, euthanizing, disposal) are the unit prices (i.e. per dog/animal) you will invoice to the City for such services, when required.

- The kenneling fee is the daily (i.e. 24-hour period) price, per dog/animal, that you will invoice to the City for the kenneling (water, food, shelter, etc.) of said dog/animal whenever required. There is a maximum price of $40 per 24-hour period for kenneling, for all 3 years of this contract. Your submitted price cannot exceed that amount.
- The dog/animal euthanize price is the fee you will invoice to the City for the euthanizing of any one dog/animal.
- The dog/animal disposal price is the fee you will invoice to the City for the disposal of any one dog/animal. This may be for the disposal of a dead dog/animal you are required to pick up, or for the disposal of a dog/animal you have had to euthanize. There are 4 lines of pricing for different sized dogs/animals. If the price you intend to charge is the same for all dogs/animals regardless of weight, just fill in the same price in all spaces.

Proposers must submit pricing for all required items listed on the Price Proposal Form. Do NOT leave any item blank. **Any price items left blank will result in your entire proposal being rejected.**

Price Escalation Clause

Prices offered by the proposer must be firm and not subject to increase during the term of the contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted. Proposers cannot insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your proposal.

RFP # 21-16

SECTION 3.0
PRICING

By signing this Price Form, the Proposer 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: Animal Control Officer/Animal Inspector Supplemental Services

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **09/09/2020 by 12PM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- 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 proposal package.

This Price Proposal must be submitted in a separate sealed envelope. Please refer to the section titled "Submission Requirements", in the technical portion of this document for full instructions.

Description	**Pricing for Year 1 ($)**	**Pricing for Year 2 ($)**	**Pricing for Year 3 ($)**
Daily Kenneling Fee (not to exceed $40 per 24-hour period)	$	$	$
Dog/Animal Euthanize Prices	$	$	$
Dog/Animal Disposal Prices (up to 19 lbs.)	$	$	$
Dog/Animal Disposal Prices (20 – 69 lbs.)	$	$	$
Dog/Animal Disposal Prices (70–114 lbs.)	$	$	$
Dog/Animal Disposal Prices (115 lbs. or more)	$	$	$
Total Price	$	$	$

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 proposal package. Failure to do so may subject the proposer to disqualification.

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

RFP # 21-16

SECTION 4.0

Animal Control Officer/Animal Inspector Supplemental Services

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

Required with Sealed Proposals

____ Cover Letter

____ 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)

_____ Vulnerable Road Users Ordinance

____ W9

Required with Contract, *Post Award*

_____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with proposal if available)

_____ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)

_____ Statement of Management (if applicable)

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: _____

Print

REFERENCE FORM

Bidder: _____

BID#/ Title: _____

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:_____

_____

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type.
See **Specific Instructions** on page 3.

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 of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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, *later.*

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,* later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM

Background

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

Application Process

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here https://www.mass.gov/supplier-diversity-office. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

Certifications

Check all those that apply:

- □ **Minority Business Enterprises (MBE)**
- □ **Women Business Enterprises (WBE)**
- □ **Veteran Business Enterprises (VBE)**
- □ **Portuguese Business Enterprises (PBE)**
- □ **Other _____**

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor:_____

Date: _____

Certificate of Authority
(Limited Liability Companies Only)

<u>Instructions</u>: 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.

Name	Title

5. **Signature**:_____

Printed Name: _____

Printed Title:_____

Date: _____

Certificate of Authority
(Corporations Only)

<u>Instructions</u>: 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: _____ ***AFFIX CORPORATE SEAL HERE***
(Clerk or Secretary)
Printed Name: _____

Printed Title:_____

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

Print

SECRETARY OF THE COMMONWEALTH'S

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing" provided by the Secretary of the Commonwealth's Office**

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

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 The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 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.

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

l. 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
c/o Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	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						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					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

CERTIFICATES SHOULD BE MADE OUT TO:

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

CANCELLATION

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

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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 **7/1/2020** "Living Wage" shall be deemed to be an hourly wage of no less than **$15.29** 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.

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 **7/1/2020** is **$15.29** 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.

SOMERVILLE ORDNINANCE TO SAFEGUARD VULNERABLE ROAD USERS

CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

Prospective contractors must familiarize themselves with the City of Somerville's Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found here.

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
   a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
   b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is $100. The fee for a renewal inspection (every two years) is $50.
   a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
   a. Inspection stickers are not transferable.
   b. Any major overhaul of safe guard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
   a. If a second inspection results in a rejection, a fee of $50 will be required for any subsequent inspections.
   b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Fleet Superintendent Ron Bonney at rbonney@somervillema.gov or at (617) 625-6600, ext. 5524.

Acknowledgement

In accordance with Sec. 12-119 "Requirements" in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

_____

Authorized Signatory's Name Date

_____

Company Name

I certify that the Ordinance does not apply to this contract for the following:

☐ Vehicles do not meet or exceed Class 3 GVWR ☐ Vehicles do not exceed 15 MPH ☐ No vehicles on project

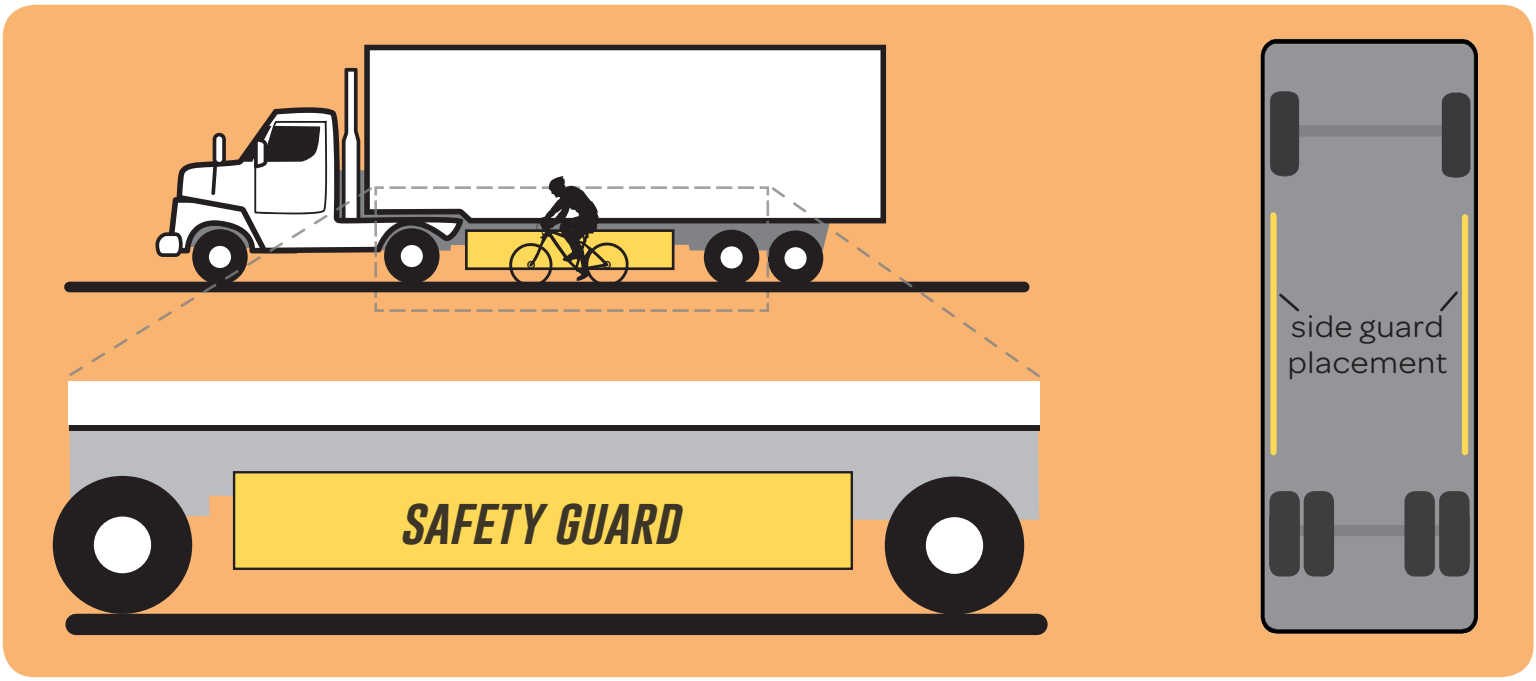
☐ Other:_____

_____

CITY OF SOMERVILLE
TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



Questions about inspections?

Please contact the Fleet Superintendent, Ron Bonney, at: RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524.

ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.

SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.

CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in front of or alongside of the vehicle.

CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be "safety yellow" in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

Email inspection forms to: FleetInspections@SomervilleMA.gov

Questions about inspections? Please contact the Fleet Superintendent, Ron Bonney, at: RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524

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; Supplemental Conditions (if applicable); 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 City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. 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 form 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) or 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.