SOLICITATION FOR:

RFP # 25-13 Regional Network of Resilient Community Centers Assessment



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 11/12/24

QUESTIONS DUE: 11/19/24 by 12PM EST DUE DATE AND TIME: 12/4/24 by 2PM EST

| Anticipated Contract Award | 1/17/25 |
|---------------------------------|---------|
| Est. Contract Commencement Date | 2/17/25 |
| Est. Contract Completion Date | 6/30/26 |

DELIVER TO: City of Somerville Procurement & Contracting Services

Attn: Jordan T. Remy Senior Procurement Manager jremy@somervillema.gov 93 Highland Avenue Somerville, MA 02143

CITY OF SOMERVILLE, MASSACHUSETTS

Enclosed You Will Find a Request for Proposal For:

RFP # 25-13 Regional Network of Resilient Community Centers Assessment

SECTION 1.0 GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Procurement & Contracting Services Department on and after 11/12/24 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:

Procurement & Contracting Services 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, we discourage the use of 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 unless otherwise stated. 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.

The City of Somerville values a diverse workforce and believes it contributes to a work product and customer experience that best reflects the community in our city. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Offeror's work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. **Please use the supplier diversity form (see Section 4.0) with supporting documentation to share your diversity data with the City.**

1.2 Proposal Schedule

| Key dates for this Request for Proposals: | |
|---|-----------------------------|
| RFP Issued | 11/12/24 |
| Deadline for Submitting | 11/19/24 by 12PM EST |
| Questions to RFP | |
| Proposals Due | 12/4/24 by 2PM EST |
| Anticipated Contract Award | 1/17/25 |
| Est. Contract Commencement | 2/17/25 |
| Date | |
| Est. Contract Completion Date | 6/30/26 |

| Responses must | City of Somerville Procurement & Contracting Services |
|-------------------------------|---|
| be delivered by | Attn: Jordan T. Remy |
| 12/4/24 by 2PM EST to: | 93 Highland Avenue Somerville, MA 02143 |

1.3 Submission Instructions

If you are submitting your proposal online via <u>Bidexpress.com</u>, then you do not need to also submit a sealed proposal package as instructed below. Email is not an acceptable method of submission of bids.

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 one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)] | To Be Marked: Non-Price Proposal RFP # 25-13 Regional Network of Resilient Community Centers Assessment |
| Envelope 2 Price Proposal: Shall Include one (1) original and one (1) electronic copy. [Electronic copies of Price and Non-Price Technical proposal can be submitted on the same USB drives but as separate files] | To Be Marked: Price Proposal RFP # 25-13 Regional Network of Resilient Community Centers Assessment |
| Please send the complete sealed package to the attention of : | Jordan T. Remy Senior Procurement Manager Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143 |

Methods of Bid Submission

Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.

- 1) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).
- 2) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$40.00 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.
- 3) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at www.bidexpress.com. Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.

(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.

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"). 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: 11/19/24 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

Jordan T. Remy
Senior Procurement Manager
Somerville City Hall
Procurement & Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

jremy@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 Procurement & Contracting Services 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: https://www.somervillema.gov/procurement

If any proposer contacts City personnel outside of the Procurement & Contracting Services Department regarding this proposal, that proposer maybe disqualified.

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. Jr. Day | Washington's | Patriots' Day |
|--------------------------|-----------------------------|------------------|---------------------|
| | | Birthday | - |
| Memorial Day | Juneteenth Independence 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 Procurement & Contracting Services 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 (https://www.somervillema.gov/procurement). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Procurement & Contracting Services 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.

Other Applicable Laws

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: Living wage ordinance, ordinance to protect vulnerable road users, Living wage theft. Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

[1] The ordinance to protect vulnerable road users only applies to contracts where the contractor's heavy vehicles are entering the City of Somerville to perform the work of the contract.

Notice and Certification Pursuant to Somerville Wage Theft Ordinance

All Offerors, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to wage theft, against the bidder or any of its subcontractors entered within the five years prior to bid submission.

If you are the successful bidder, you and any of your subcontractors have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the bidder or any its subcontractors while your contract with the City is in effect, within five business days of receipt.

You may not contract with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any subcontractor who has been debarred by the federal government or any state government during the period of that subcontractor's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this bid, the bidder (a.k.a. Offeror, respondent) hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

1.6 Evaluation Methodology

Qualified proposals will be reviewed and rated by an evaluation committee ("the Committee") composed of employees of the City. The City reserves the right to involve an outside consultant in the selection process.

Comparative Evaluation Criteria

The Committee shall use the comparative evaluation criteria included in Section 2.0 to evaluate the responsibility and responsiveness of all proposals that already meet the minimum quality requirements. For each proposal, the Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to each of the corresponding comparative evaluation criteria.

Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the Offerors in their submissions. 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 interview Offerors. If interviews will be conducted, the City will notify the Offerors, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto.

Selection Process

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 advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

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.

2.1 Background

The City of Somerville, with partners Cambridge, Medford, Everett, and the North Suffolk Office of Resilience and Sustainability (Winthrop, Chelsea, and Revere) have received a Municipal Vulnerability Preparedness (MVP) Action Grant from the Executive Office of Energy and Environmental Affairs (EEA) to fund the conceptualization and site identification of a regional network of community-serving facilities augmented to support residents, coordinate communication, distribute resources, and facilitate preparedness for extreme weather events. By co-designing these facilities with community members, resilient community centers can become places for people to increase their social resilience -- medical, employment, fitness, education -- for a range of challenges in their lives. Resilient community centers can also provide safe havens during extreme weather. Designing resilient community centers to have regular programming can help municipalities overcome historical difficulties with awareness and usage of these facilities. This is an approximately 2-year grant funded project, with an end date of June 2026. These communities are all members of the Resilient Mystic Collaborative's (RMC) Working Group.

This project furthers climate resiliency research and work completed or supported by the RMC, including

- The Lower Mystic Regional Climate Assessment
- The Wicked Hot Mystic project
- Heat, Health, and Housing workshop series
- Climate Safe Neighborhoods initiative
- Medford Connects

2.2 Project Organization

The City of Somerville will serve as the administrative lead for this project, supported by other municipalities and the RMC. This group of cities and staff are referred to collectively as "RMC" throughout this RFP. Somerville applied for \$310,100 through the MVP action grant program in 2024. The grant award is a 2-year award, with \$155,500 allocated for FY25 and \$154,600 allocated for FY26. Somerville applied as the municipal lead for this regional project on behalf of municipalities in the Resilient Mystic Collaborative (RMC), including the City of Somerville, City of Medford, City of Everett, City of Cambridge, City of Chelsea, City of Revere, and Town of Winthrop.

2.3 Project Scope

Details of the scope of work as presented in the MVP Grant application are included in Appendix A.

The RMC Working Group will work with the consultant to conceptualize a regional network of resilient community centers across Somerville, Cambridge, Everett, Medford, and the North Suffolk Region (Chelsea, Winthrop, and Revere).

Project objectives include:

- Build on resilient community centers planning and groundwork already completed by Cambridge, Medford, and the North Suffolk Office of Resilience and Sustainability (Winthrop, Chelsea, and Revere), Everett Community Growers, GroundWork Somerville, and resident leaders.
- Conceptualization and site identification of a regional network of community-serving facilities (food distribution sites, senior facilities, shelters, public hospitals, youth centers, laundromats, schools, etc.) augmented to support residents, coordinate communication, distribute resources, and facilitate preparedness for extreme weather events.
- Center resident-led programming design based on community needs to ensure the development of social infrastructure and social capital in the Lower Mystic region.
- Build a regional community of practice to facilitate connections, capacity building, and resources among resilient community center leaders.

The tasks and deliverables of this project are included in Appendix A. Tasks the consultant will be responsible for include, but are not limited to:

- Task 1 (FY25 and FY26): Project management, communication management between the RMC Working Group, meeting agenda development, meeting notes, and monthly progress reports submitted to the MVP grant program.
- Task 2 (FY25): Facilitate a community of practice with the RMC Working Group, develop a community engagement models guide for the RMC and partner community-based organizations, develop a coalition building guide for the RMC and partner community-based organizations, and facilitate social resilience workshops with project participants.
- Task 3 (FY25): Coordinate community engagement through partner community-based organizations.
- Task 4 (FY25): Conduct an analysis of possible locations for resilient community centers, including strengths, weaknesses, key stakeholders, agreements, and retrofits needed. The analysis should be conducted for all municipalities participating in the grant project (Somerville, Cambridge, Everett, Chelsea, Winthrop, and Revere).
- Task 5 (FY26): Project management, communication management between the RMC Working Group, meeting agenda development, meeting notes, monthly progress reports submitted to the MVP grant program, and a final case study report submitted to the MVP grant program.
- Task 6 (FY26): Facilitate a community of practice with the RMC Working Group, including in-person learning opportunities and field trips.
- Task 7 (FY26): Coordinate community engagement through partner community-based organizations.
- Task 8 (FY26): Develop a preliminary plan for a regional network of resilient community centers based on information gathered through the Tasks listed above.

Because of MVP program requirements, some tasks must be completed by June 30, 2025, and others by June 30, 2026. Task completion and fund expenditure are broken out into FY25 and FY26 requirements in the Attachment B spreadsheet. The total grant award for this project is \$310,100. The grant award is a 2-year award, with \$155,500 allocated for FY25 and \$154,600 allocated for FY26

2.4 Specifications/Requirements

The RMC is seeking consultants with strong social science research skills, demonstrated understanding of and experience with environmental justice concerns, and a proven track record of effectively working with community partners. Consultants will lead in developing a successful project methodology, while community partners will lead in engaging a diverse group of partners and stakeholders to participate actively in the assessment and contribute to the shared goal of understanding regional challenges and priorities.

Proposal Requirements

Proposals must include the following:

- Proposals should clearly identify staff, hours, rates, and budget. Please note sealed price proposal instructions in Section 1.3.
- Written proposal of how the Consultant Team will complete the tasks identified in the Scope of Work.
 - o Proposals must include an explanation of the project management approach to executing project scope (rates/schedule for each task).
 - o Proposal should include a description of the Consultant Team's expertise and capabilities necessary for completing the tasks identified in the Scope of Work.
 - Proposals must include an organization chart/staff list with a description of technical areas of expertise, availability, and project responsibilities.
 - Proposals should be no longer than 8 pages, excluding example graphics, project examples, and resumes.
- Sample Work
 - Please include sample reports, graphical and online communication materials that demonstrate consultant capabilities. Proposals should include sample materials from the primary and subconsultants as necessary in order to demonstrate all consultant capabilities.
- Resumes

Resumes of all project staff must be included.

Comparative Evaluation Criteria

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

All proposals will be reviewed by an evaluation committee composed of representatives from the grant recipient cities and the Resilient Mystic Collaborative. 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. The Comparative Evaluation Criteria are:

(space intentionally left blank, continue below)

| Factor 1: Expensions. | Factor 1: Experience working with regional collaborations of local governments and community based organizations. | | | |
|------------------------|---|--|--|--|
| Highly Advantageous | Consultant Team clearly demonstrates successful experience working with regional collaborations of local governments and community-based organizations on climate change planning in four or more instances within the past five years. | | | |
| Advantageous | Consultant Team clearly demonstrates successful experience working with regional collaborations of local governments and community-based organizations on climate change planning in three instances within the past five years. | | | |
| Not Advantageous | Consultant Team's experience working with regional collaborations of local governments and community-based organizations is limited to less than three years or is unclear. | | | |
| Unacceptable | Consultant Team does not demonstrate or does not have experience working with regional collaborations of local governments and community-based organizations. | | | |

| Factor 2: Experience engaging the public and diverse stakeholders on the topic of climate change. | | | |
|---|---|--|--|
| Highly Advantageous | Consultant Team has clearly detailed and documented experience engaging the public and stakeholders with diverse technical backgrounds on the topic of climate change in four or more instances within the past five years. | | |
| Advantageous | Consultant Team has some demonstrated experience engaging stakeholders and the public on the topic of climate change in three instances within the past five years. | | |
| Not Advantageous | Consultant Team demonstrates two or fewer instances of experience engaging stakeholders on the topic of climate change. | | |
| Unacceptable | Consultant Team does not demonstrate experience engaging stakeholders on the topic of climate change. | | |

| Factor 3: Demonstrates knowledge of the Boston region or US metro areas with similar climate change risks, infrastructure challenges, social vulnerabilities, and demographics | | | |
|--|--|--|--|
| Highly Advantageous | Consultant Team demonstrates strong knowledge of Boston-area climate risks, infrastructure, social vulnerabilities, and demographics through clear and documented experience in four or more instances within the past five years. | | |
| Advantageous | Consultant Team demonstrates ability to synthesize Boston-area climate risks, infrastructure, social vulnerabilities, and demographics through clear and documented experience in three instances within the past five years. | | |
| Not Advantageous | Consultant Team demonstrates limited ability (two or fewer instances) to synthesize Bostonarea climate risks, infrastructure, social vulnerabilities, and demographics. | | |
| Unacceptable | Consultant Team does not demonstrate ability to synthesize Boston-area climate risks, infrastructure, social vulnerabilities, and demographics. | | |

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| Factor 4: Experience in engagement and facilitation processes centered on social vulnerability and equity, including experience with multi-lingual stakeholder processes. | | | |
|---|---|--|--|
| Highly Advantageous | Consultant Team demonstrates experience in engagement and facilitation processes centered on social vulnerability and equity, including experience with multi-lingual stakeholder processes, in three or more instances within the past five years. | | |
| Advantageous | Consultant Team demonstrates experience in engagement and facilitation processes centered on social vulnerability and equity, including experience with multi-lingual stakeholder processes, in two instances within the past five years. | | |
| Not Advantageous | Consultant Team demonstrates limited experience (one or fewer instances) in engagement and facilitation processes centered on social vulnerability and equity, including experience with multi-lingual stakeholder processes. | | |
| Unacceptable | Consultant Team does not demonstrate experience in engagement and facilitation processes centered on social vulnerability and equity. | | |

(space intentionally left blank, continue below)

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, 2, or 3, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

| QUALITY REQUIREMENTS | | | NO |
|----------------------|--|--|----|
| 1. | Proposer has at least three past projects for government or non-profit client related to climate change, resilience, or planning. | | |
| 2. | Proposer has at least three years of experience providing consulting or professional services. | | |
| 3. | Proposer has at least three years of experience providing multilingual community engagement services. | | |
| 4. | Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional diversity designations may be submitted by attaching supporting documentation. | | |

In order to provide verification of affirmative responses to items 1, 2, and 3 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Period of Performance

The period of performance for this contract begins on or about 2/17/25 and ends on or about 6/30/26. 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.

RFP # 25-13 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: Regional Network of Resilient Community Centers Assessment

- The proposals will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than 12/4/24 by 2PM 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 all applicable laws, including but not limited to the <u>Somerville Wage</u> Theft Ordinance.
- Awarded Vendor must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer 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.

In addition to the Total Fixed Fee below, please provide a separate, detailed price breakdown by task, deliverables, and estimated hours, as well as rates for staff. This breakdown should indicate how you developed your Total Fixed Fee.

Please include any additional fees not listed below.

| Project Tasks and Pricing | |
|---------------------------------------|--|
| Task 1: Project Kick-off, Management, | \$ |
| and Reporting | |
| Task 2: Community of Practice | \$ |
| Implementation in FY25 | |
| Task 3: Community Engagement for | \$ |
| Resident-Led Programming | 3 |
| Task 4: Assess Community Center | \$ |
| Feasibility | |
| Task 5: Project Management and | \$ |
| Reporting | |
| Task 6: Community of Practice FY26 | \$ |
| Task 7: Community Engagement for | \$ |
| Resident-Led Programming | |
| Task 8: Development of Resilient | \$ |
| Community Center Plan | |
| | al Project Fixed Fee um of Tasks 1 – 8) |
| \$ (in numbers) | |
| \$ (in words) | |

| Name of Company/Individual: | |
|--|-----------------|
| Address, City, State, Zip: | |
| Tel# | Email: |
| Signature of Authorized Individual | |
| Please acknowledge receipt of any and all Adde package. Failure to do so may subject the proposition of ACKNOWLEDGEMENT OF ADD | • |
| Addendum #1 #2 #3 | #4#5#6#7#8#9#10 |

| Section 3.1 | | | | |
|---|---|--|---------------------------|-------------------------|
| Project Task | Description of Task/Scope | Deliverables | Approximate Start Date | Approximate End Date |
| Tasks to be Completed by June 30, 2025 | | | | |
| Tasks to be Completed by June 30, 2025 Task 1: Project Kick-off, Management, and Reporting | | | | |
| Sub-task 1.1 Kick-off meeting with project team and MVP Regional Coordinator (municipal lead, RMC, municipal partners, and community based organizations) | Kick off meeting to co-create ground rules, discuss work plan, meeting frequency and expectations for the project team. | Meeting agenda, minutes and power PowerPoint presentation prepared by RMC | 2/17/2025 | 2/28/2025 |
| Sub-task 1.2 Monthly progress reports FY25 | Monthly progress reports submitted by the 30th of each month of the grant period to MVP Regional Coordinator, by the city of Somerville. | Monthly progress reports following the template provided by MVP | 2/17/2025 | 6/15/2025 |
| Sub-task 1.3 Project Management | Project team will meet every other week to regularly discuss progress, budget, challenges, and deliverables. | Workplan, meeting agendas, meeting notes, photos, PowerPoint presentations | 2/17/2025 | 6/15/2025 |
| Sub-task 1.4 Procure a Consultant | This task will be completed by the participating municipalities. Contract consultant to develop project deliverables (sub-tasks 2-2, 2.3, 2.4, and 6.3). The consultant will have expertise in environmental justice, social resilience, public health, and coalition building. | Request for proposal document (RFP), contract, and consultant work plan | 11/12/2024 | 2/17/2025 |
| Task 2: Community of Practice Implementation in FY25 | | | | |
| Sub-task 2.1 Community of practice monthly meetings, including kick-off and quarterly meetings with RMC Social Resilience Working Group | The purpose of task 2 is to build a regional community of practice to facilitate connections, capacity building, and resource sharing among resilient community center leaders. City of Somerville, Everett, Cambridge, Medford, North Suffolk Region and CBOs (Everett Community Growers and Groundwork Somerville) will be active participants in this group. The project team is intentional in fostering spaces that facilitate collaboration and shared learning between CBOs and municipal staff. Kick off meeting to co-create ground rules, plan for educational site visits, activities, and meeting structure. Community of practice will then meet monthly to facilitate connections, capacity building, and | Meeting agendas, minutes, photos and power point | | |
| | resources among resilient community center leaders. | presentations | 2/17/2025 | 6/15/2025 |
| Sub-task 2.2 Community engagement models guide | The consultant will analyze and outline community engagement efforts and best practices that have the potential to promote social connection, increase climate resilience, and build trusting relationships with the communities served in this project. This guide will assist CBOs and municipal staff (target audiences) who directly engage with residents in the context of social resilience. The guide will present concrete examples of community engagement models (i.e., community liaison model) implemented in this project and by our partners. | Community engagement models guide and/or digital communications culturally appropriate and accessible to priority populations (e.g. video) | 2/17/2025 | 6/15/2025 |
| | The consultant will develop a coalition-building guide focused on cross-sector partnerships between municipallities and social service organizations to achieve social resilience in a climate context. This guide will assist municipal staff and social service organizations (target audiences) who are actively conducting cross-sectional partnerships or interested in doing so. The consultant will use the program Medford Connects' as a case study. Medford Connects is a network of community providers that serve climate-vulnerable populations and support their work for Policy, Systems, or Environmental (PSS) change that builds social resilience for climate resilience. The content of this guide differs from sub-task 2 2 as it is focused on cross-sector partnerships rather | Coalition building guide and/or digital communications culturally appropriate and accessible to priority populations | | |
| Sub-task 2.3 Coalition building guide | than direct engagement with residents. | (e.g. video) | 2/17/2025 | 6/15/2025 |
| Sub-task 2.4 Development of social resilience narrative | Development of narrative for social resilience in the context of climate change. The social resilience themes will include resilience for older adults, resilience for families with young children, youth (teen) resilience, immigrant support systems (language access), financial stability resilience, and food system resilience. The consultant will conduct 1-2 stakeholder workshops to facilitate conversations around the social resilience betwees. | 1 facilitation guide per social resilience theme, workshop meeting minutes | 2/17/2025 | 6/15/2025 |
| | Project Team will coordinate 1-2 in-person learning opportunities to visit local initiatives and interventions exemplary for climate resilience. Example site visits could include the Cambridge | Written notes from 1-2 site visits, and reflection of intervention replicability within the resilient community center | | |
| Sub-task 2.5 Climate resilience educational site visits Task 3: Community Engagement for Resident-Led Programming FY25 | Community Center and Holyoke, MA. Food, interpretation, and potentially travel included. | scope | 2/17/2025 | 6/15/2025 |
| Sub-task 3.1 CBO- led Engagement Events and Outreach | Funds for engagement activities (e.g. flyering, tabling, space activation, door-to-door engagement, community festivals, community workshops, etc) in order to gather resident insight to develop community center programming, identify climate resilence amentiles, and understand community trusted spaces. T-2 events will be conducted/year. Direct costs will include funds for community-based organization staff time to coordinate resident outreach, compensation for participants attending events, live interpretation and other supplies and resources needed for equitable engagement including posters, handouts, door hangers, flip charts, flyers, give away bags, translation, childicare, and food. We will subcontract (5) partners to conduct this work: Everett Community Growers (ECG), Groundwork Somerville (GWS), City of Medford, City of Cambridge, and the North Suffolk Office of Resilience and Sustainability (NSORS). | Engagement memo detailing CBO and community liaison involvement, compensation provided, outreach conducted to promote events, event attendance, event photos, engagement materials used, equitable engagement resources provided at each event, overview of the feedback that was collected, and any other relevant information. | 2/17/2025 | 6/15/2025 |
| Task 4: Assess Community Center Feasibility | Municipalities and CBOs will work together to identify well-trusted sites (e.g., food distribution sites, senior facilities, shelters, public hospitals, youth centers, laundromats, schools, etc) with potential for becoming year-round resilient community centers. These sites could be municipality owned or private | | 2.172023 | G 10/2023 |
| Sub-task 4.1 Landscape analysis of trusted community spaces | spaces. Analysis will include strengths, weaknesses, key stakeholders, agreements and retrofits needed. | Memo outlining findings of landscape analysis for each municipality or region | 3/15/2025 | 6/15/2025 |

| T 1 4 1 0 14 11 1 00 0000 | | | | |
|---|--|--|-------------|------------|
| Tasks to be Completed by June 30, 2026 Task 5: Project Management and Reporting | | | | |
| Tuok of Froject management and reporting | Monthly progress reports submitted by the 30th of each month of the grant period to MVP Regional | Monthly progress reports following the template provided by | | |
| Sub-task 5.1 Monthly progress reports FY26 | Coordinator, by the city of Somerville. | MVP , | 7/1/2025 | 6/15/2026 |
| | | | | |
| Sub-task 5.2 Case study | Complete case study template. | Final case study report, PowerPoint slide, project photos | 4/15/2026 | 6/15/2026 |
| | Project team will meet every other week to regularly discuss progress, budget, challenges, and | Workplan (updated as needed), meeting agendas, photos, | | |
| Sub-task 5.3 Project Management | deliverables. | slide decks for presentations | 7/15/2025 | 6/15/2026 |
| Task 6: Community of Practice FY26 | | | | |
| | | | | |
| Sub-task 6.1 Monthly Community of Practice meetings, including quarterly meetings with RMC Social Resilience Working Group | Members of community of practice will present quarterly updates and requests for feedback to those who are involved in regional and local parallel social resilience efforts. | Meeting agendas, meeting notes, slides decks, and pictures | 7/15/0005 | 0145 70000 |
| meetings with Kinic Social Resilience Working Group | who are involved in regional and local parallel social resilience enorts. | Weeting agendas, meeting notes, sides decks, and pictures | 7/15/2025 | 6/15/2026 |
| | RMC will coordinate 1-2 in-person learning opportunities to visit local initiatives and interventions | | | |
| | exemplary for climate resilience. Example site visits could include the Cambridge Community Center | Written notes from 1-2 site visits, and reflection of | | |
| | and Holyoke, MA. Food, interpretation, and potentially travel included. The site visits cost estimate: | intervention replicability within the resilient community center | | |
| Sub-task 6.2 Climate resilience educational site visits | \$5,000/visit = \$10,000 | scope | 7/15/2025 | 6/15/2026 |
| | | L | | |
| | Based on the work conducted on FY25 and FY26 the consultant will develop a standard for the | Resilient community centers best practices report and digital communications culturally appropriate and accessible to | | |
| Sub-task 6.3 Resilient community centers standard | development of a resilient community centers network. | priority populations (e.g. video) | 1/15/2026 | 6/15/2026 |
| Task 7: Community Engagement for Resident-Led Programming FY26 | development of a resilient community centers network. | priority populations (e.g. video) | 1/13/2020 | 0/13/2020 |
| Task 7. Community Engagement for Resident-Led Programming 1 120 | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Funds for engagement activities (e.g. flyering, tabling, space activation, door-to-door engagement, | | | |
| | community festivals, community workshops, etc) in order to gather resident insight to develop | | | |
| | community center programming, identify climate resilience amenities, and understand community | | | |
| | trusted spaces. 1-2 events will be conducted/year. Direct costs will include funds for community-based | | | |
| | organization staff time to coordinate resident outreach, compensation for community liaisons, compensation for participants attending events, live interpretation and other supplies and resources | | | |
| | needed for equitable engagement including posters, handouts, door hangers, flip charts, flyers, give | | | |
| | away bags, translation, childcare, and food. | | | |
| | and) bago, translation, ormodice, and rood. | | | |
| | We will subcontract (5) partners to conduct this work: Everett Community Growers (ECG), | | | |
| | Groundwork Somerville (GWS), City of Medford, City of Cambridge, and the North Suffolk Office of | | | |
| | Resilience and Sustainability (NSORS). | | | |
| | | | | |
| | \$30,000/partner will go to ECG and GWS as the on-the-ground CBOs. These partners have robust community liaison systems and are experienced in climate resilience community engagement. | | | |
| | Therefore, they will receive more of the funds allocated for sub-task 7.1. Each partner will use the | | | |
| | funds for engagement activities and direct costs associated with sub-task 7.1. Since these partners | | | |
| | have existing liaison models, these funds will not cover the liaison stipends. | | | |
| | | | | |
| | \$30,000 will also go to the City of Medford. Due to their experience in the MVP-funded Medford | | | |
| | Connects program, they will serve as a model and mentor for the rest of the municipal partners. These | | | |
| | funds will be used for engagement activities and direct costs associated with sub-task 7.1. Since this partner has existing liaison models, these funds will not cover the liaison stipends. | Engagement memo detailing CBO and community liaison | | |
| | pararor nas existing initiatin models, triese runus will not cover trie liaison superios. | involvement, compensation provided, outreach conducted to | | |
| 1 | \$18,250/partner will go to the City of Cambridge and NSORS. These municipal partners don't have | promote events, event attendance, event photos, | | |
| | robust community liaison systems but will use these funds to explore community engagement | engagement materials used, equitable engagement | | |
| | strategies appropriate for their area. Therefore, they will receive a smaller portion of the funds to | resources provided at each event, overview of the feedback | | |
| Sub-task 7.1 CBO- led Engagement Events and Outreach | conduct engagement activities and direct costs associated with sub-task 7.1. | that was collected, and any other relevant information. | 7/15/2025 | 12/15/2025 |
| Task 8: Development of Resilient Community Center Plan | | | | |
| 1 | | Initial design documentation for community centers in at least | | |
| 1 | | two municipalities, including details on programming. | | |
| 1 | The project team will conceptualize resilient community centers network for the Lower Mystic | amenties, and site modifications. Memo identifying next | | |
| 1 | Watershed area based on community engagement (tasks 3 and 7) and the assessment of community | steps to create memorandum of agreements for potential | | |
| Sub-task 8.1 Resilient community centers network conceptualization | center feasibility (task 4). | sites, for municipalities unable to create initial designs. | 1/15/2026 | 6/15/2026 |
| | | | | |
| | The project team will share with the broader community the stage of resilient community centers | | | |
| | conceptualization and the results from the community engagement that informed the planning process. CBOs partnering in this project which decide the best mechanisms to disseminate information. This | Information dissemination materials such as flyers, news | | |
| Sub-task 8.2 Community shareback | could take the form of municipal news tellers, CBOs news tellers, social media, or flyering. | tellers script, social media posts | 3/15/2026 | 6/15/2026 |
| | Project team will identify funding streams for finalizing resilient community centers plan, retrofitting, | Funding streams memo outlining funding opportunities and | 3, 13, 2020 | G, 15/2020 |
| Sub-task 8.3 Funding streams | Project team will identify funding streams for finalizing resilient community centers bian, retrolliting. | | | |

RFP # 25-13 **SECTION 4.0**

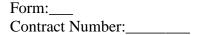
Regional Network of Resilient Community Centers Assessment **PROPOSERS' CHECKLIST**

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

| Require | ed 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) |
| - | Supplier Diversity Form |
| - | W9 |
| Require | ed 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) |
| Price P | roposal |
| - | Acknowledgement of Addenda (if applicable and price related) |
| | Price Form |

APPENDIX ACity's General Terms and Conditions





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 7/1/2024 "Living Wage" shall be deemed to be an hourly wage of no less than \$17.72 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

Online at: https://www.somervillema.gov/departments/finance/procurement-and-contractingservices

^{*}Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

| Form: Contract Number: | CITY OF SOMERVILLE | Rev. 04/02/2024 |
|--|--|--|
| | | |
| security returns, and evidence contracting City Department | e of payment thereof and such other from time to time. | data as may be required by the |
| information of possible nonc Ordinance, the undersigned s the work site, to interview en | mit payroll records to the City upon ompliance with the provisions the Shall permit City representatives to caployees, and to examine the books of determine payment of wages. | omerville Living Wage observe work being performed at |
| | fund wage increases required by the ealth insurance benefits of any of its | |
| 0 0 | at the penalties and relief set forth in n to the rights and remedies set forth | 5 5 |
| CERTIFIED BY: | | |
| Signature:(Duly Au | thorized Representative of Vendo | or) |
| Title: | | |
| Name of Vendor: | | |

Online at: https://www.somervillema.gov/departments/finance/procurement-and-contracting-services

| Form: | CITY OF SOMERVILLE | Rev. 04/02/2024 |
|------------------|--------------------|-----------------|
| Contract Number: | | |

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 **7/1/2024** is **\$17.72** per hour.

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 Procurement & Contracting Services Department directly.

 ${\color{blue} On line at: \underline{https://www.somervillema.gov/departments/finance/procurement-and-contracting-\underline{services}}}$

Rev. 08/01/12

Form:____
Contract Number:

Signature: _



Non-Collusion Form and Tax Compliance Certification

<u>Instructions</u>: 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.

| (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: |
| Signature:(Duly Authorized Representative of Vendor) |
| Name of Business or Entity: |
| Social Security Number or Federal Tax ID#: |
| Date: |
| |

Online at: www.somervillema.gov/purchasing

Form:____
Contract Number:_____



Certificate of Authority (Corporations Only)

| (Corporations Only) | | |
|---------------------|---|--|
| Instr | uctions: Complete this form and sign and date | where indicated below. |
| 1. I h | ereby certify that I, the undersigned, am the duly e | ected Clerk/Secretary of |
| | (Insert Full Name of Co | rporation) |
| 2. I h | ereby certify that the following individual (Insert the Name of Officer who S | Signed the Contract and Bonds) |
| is t | he duly elected(Insert the Title of the Officer in | of said Corporation. Line 2) |
| 3. I h | nereby certify that on | |
| | (Insert Date: Must be on or before Date | Officer Signed Contract/Bonds) |
| | a duly authorized meeting of the Board of Directors forum was present, it was voted that (Insert Name of Officer from Line 2) (Insert | |
| | of this corporation be and hereby is authorized to deliver contracts and bonds in the name and on affix its Corporate Seal thereto, and such execution this corporation's name and on its behalf, with shall be valid and binding upon this corporation; been amended or rescinded and remains in full forth below. | o make, enter into, execute, and behalf of said corporation, and on of any contract of obligation or without the Corporate Seal, and that the above vote has not |
| 4. | ATTEST: Signature:(Clerk or Secretary) Printed Name: | AFFIX CORPORATE SEAL HERE |
| | Printed Title: | |
| | Date: (Date Must Be on or after Date Officer | Signed Contract/Bonds) |



| Certificate of Authority (Limited Liability Companies Only) | | |
|--|------------------------------------|--|
| <u>Instructions</u> : Complete this form and sig | gn and date where indicated below. | |
| 1. I, the undersigned, being a member or m | anager of | |
| (Complete Name of Lin | mited Liability Company) | |
| a limited liability company (LLC) hereby copurpose of contracting with the City of Som | | |
| 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. | |
| other legally binding docume on behalf of the LLC; duly authorized to do and pe appropriate to carry out the tof the LLC; and | | |
| <u>Name</u> | <u>Title</u> | |
| | | |
| | | |
| 5. Signature: Printed Name: | | |
| Printed Title: | | |
| Date: | | |

Online at: www.somervillema.gov/purchasing

REFERENCE FORM

| Bidder: | |
|--------------------------------|-----------------------------|
| BID#/ Title: | |
| Reference: | Contact: |
| Address: | Phone: |
| | Email: |
| | plies or services provided: |
| | |
| Reference: | Contact: |
| Address: | Phone: |
| | Email: |
| | plies or services provided: |
| | |
| Reference: | Contact: |
| Address: | Phone: |
| | Email: |
| Description and date(s) of sup | plies or services provided: |
| | |
| | |



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.

| CERTIF | IED BY: |
|---------------|--|
| Signature | : |
| | (Duly Authorized Representative of Vendor) |
| Title: | |
| Name of ' | Vendor: |
| Date: | |



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.

| IIILEIIIa | ne | veride Service | | | | | | |
|--|--|---|------------------|--|--|--|--|--|
| Befor | e yo | bu begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below. | | | | | | |
| | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregar entity's name on line 2.) | | | | | | | |
| Print or type. Specific Instructions on page 3. | 2 | Business name/disregarded entity name, if different from above. | | | | | | |
| | 3a | LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the box for the tax classification of its owner. | Trust/estate | Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting | | | | |
| Ėξ | | Other (see instructions) | | code (if any) | | | | |
| P Specific | 3b | If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax class and you are providing this form to a partnership, trust, or estate in which you have an ownership interest this box if you have any foreign partners, owners, or beneficiaries. See instructions | est, check | (Applies to accounts maintained outside the United States.) | | | | |
| See | 5 | Address (number, street, and apt. or suite no.). See instructions. | quester's name a | e and address (optional) | | | | |
| | 6 | City, state, and ZIP code | | | | | | |
| | 7 | List account number(s) here (optional) | | | | | | |
| Par | t I | Taxpayer Identification Number (TIN) | | | | | | |
| | | r TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid | Social sec | urity number | | | | |
| backu reside | p w nt a | rith in the appropriate box. The find provided must match the hame given on line 1 to avoid rithholding. For individuals, this is generally your social security number (SSN). However, for a slien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> | | | | | | |
| TIN, la | | | or | | | | | |
| | | | Employer | r identification number | | | | |
| | | ne account is in more than one name, see the instructions for line 1. See also <i>What Name and</i> Fo Give the Requester for guidelines on whose number to enter. | - | . | | | | |
| Par | i | Certification | | | | | | |
| Unde | ре | nalties of perjury, I certify that: | | | | | | |
| 1. The | nu | mber shown on this form is my correct taxpayer identification number (or I am waiting for a nu | ımber to be iss | ued to me); and | | | | |
| Ser | vice | ot subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have (IRS) that I am subject to backup withholding as a result of a failure to report all interest or div ger subject to backup withholding; and | | | | | | |
| 3. I ar | n a l | U.S. citizen or other U.S. person (defined below); and | | | | | | |
| 4. The | FA | TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is | correct. | | | | | |
| | | ion instructions. You must cross out item 2 above if you have been notified by the IRS that you a | | | | | | |
| | | ou have failed to report all interest and dividends on your tax return. For real estate transactions, in or abandonment of secured property, cancellation of debt, contributions to an individual retireme | | | | | | |

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.

General Instructions

Signature of

U.S. person

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*.

What's New

Sign

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Date

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(I)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" 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.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• 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 for 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 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. 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.
- 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. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

| IF the entity/individual on line 1 is a(n) | THEN check the box for | | | | |
|--|--|--|--|--|--|
| Corporation | Corporation. | | | | |
| Individual or | Individual/sole proprietor. | | | | |
| Sole proprietorship | | | | | |
| LLC classified as a partnership for U.S. federal tax purposes or LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | 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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory
- $7\!-\!A$ 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 as defined under section 581.
- 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.

| 3 | |
|--|---|
| 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 Information, and its instructions.

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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

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.

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 | | | | |
| 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 | | | | |
| Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account | | | | |
| 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 | | | | |
| Sole proprietorship or disregarded entity owned by an individual | The owner ³ | | | | |
| 7. Grantor trust filing under Optional 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: | | | |
|---|---------------------------|--|--|--|
| 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 | | | |
| 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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust | | | |

¹List 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.

- ³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴List 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.)
- * Note: The grantor must also provide a Form W-9 to the trustee of the trust
- ** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

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

Form W-9 (Rev. 3-2024)

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 877-777-4778 or TTY/TDD 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 <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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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 <u>your</u> state of incorporation.

Please note that without the above certificate (s), the City of Somerville <u>cannot execute</u> 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 Chief Procurement Officer a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$

One Million

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

- B. PROFESSIONAL LIABILITY......\$ 1,000,000.00
- C. 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

D. 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 Procurement and Contracting Services 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)

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SOMERVILLE, MA 02143