

**SOLICITATION FOR:**  
RFP # 26-58 McGrath Boulevard Planning Study



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 4/8/2026  
**QUESTIONS DUE:** 4/17/2026 by 11AM EST  
**DUE DATE AND TIME:** 4/29/2026 by 2PM EST

Anticipated Contract Award	5/15/2026
Est. Contract Commencement Date	5/18/2026
Est. Contract Completion Date	12/31/2027

**DELIVER TO:**  
**City of Somerville**  
**Procurement & Contracting Services**  
**Attn:** Felisa Gárate  
Senior Procurement Manager  
fgarate@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Proposal For:**  
RFP # 26-58 McGrath Boulevard Planning Study

**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 4/8/2026 per the below-noted City Hall hours of operation.
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<b>City Hall Hours of Operation:</b>	
Monday – Wednesday	8:30 a.m. to <b>4:30</b> p.m.
Thursday	8:30 a.m. to <b>7:30</b> p.m.
Friday	8:30 a.m. to <b>12:30</b> p.m.

<b>All Responses Must be Sealed and Delivered To:</b>
Procurement & Contracting Services Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i><b>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.</b></i>
<b>Proposal Format:</b>
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, <b>we discourage the use of 3-ring binders.</b>
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 <b>Sections 2.0 - 4.0</b> ). <b>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.</b>
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. <b>An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.</b>
The Offeror’s authorized official(s) must sign all required proposal forms.
The Price Form in <b>Section 3.0</b> 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

<b>Key dates for this Request for Proposals:</b>	
RFP Issued	4/8/2026
Deadline for Submitting Questions to RFP	4/17/2026 by 11AM EST
Proposals Due	4/29/2026 by <b>2PM EST</b>
Anticipated Contract Award	5/15/2026
Est. Contract Commencement Date	5/18/2026
Est. Contract Completion Date	12/31/2027

<p><b>Responses must be delivered by 4/29/2026 by 2PM EST to:</b></p>	<p>City of Somerville  Procurement &amp; Contracting Services  Attn: Felisa Gárate  93 Highland Avenue  Somerville, MA 02143</p>
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### 1.3 Submission Instructions

If you are submitting your proposal online via [Bidexpress.com](http://Bidexpress.com), 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:

<b>Contents of Sealed Proposal Package</b>	<b>Marked As</b>
<b>Envelope 1 Non-Price Technical Proposal:</b> 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.)]	<b>To Be Marked:</b> Non-Price Proposal RFP # 26-58 McGrath Boulevard Planning Study
<b>Envelope 2 Price Proposal:</b> 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]	<b>To Be Marked:</b> Price Proposal RFP # 26-58 McGrath Boulevard Planning Study
<b>Please send the complete sealed package to the attention of :</b>	Felisa Gárate Senior Procurement Manager Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143
<p><b>Methods of Bid Submission</b></p> <p>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.</p> <p>1) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).</p> <p>2) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$50.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <a href="https://www.bidexpress.com/businesses/33100/home">https://www.bidexpress.com/businesses/33100/home</a></p> <p>3) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at <a href="http://www.bidexpress.com">www.bidexpress.com</a>.</p>	

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

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

**Price Proposal Format**

**Price Summary Page (see Section 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: 4/17/2026 by 11AM EST**

**Questions concerning this solicitation must be delivered in writing to:**

Felisa Gárate  
Senior Procurement Manager  
Somerville City Hall  
Procurement & Contracting Services Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**  
fgarate@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 may be 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 Birthday	Patriots' Day
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](#),<sup>[1]</sup> and [ordinance to protect against 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 vendor and/or its subcontractors use large vehicles in 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.

#### **Introduction**

The Planning, Preservation, & Zoning (PPZ) division of the Mayor's Office of Strategic Planning & Community Development (OSPCD) is responsible for coordinating the long-range planning efforts for the City of Somerville. Somerville is a city of roughly 80,000 residents on a little over four square miles and located just north of Boston and Cambridge. It has been experiencing significant change in recent years and, with the extension of the MBTA Green Line, Somerville has over 85% of its population within a ½ mile walk of a rapid transit rail station. SomerVision2040 (<https://online.encodeplus.com/regs/somerville-ma-cp/>), the city's comprehensive master plan, is the document that guides planning decisions and growth strategies. It is built on shared values, is an important checkpoint about the priorities and concerns of the community, and considers how the many different goals can support each other.

PPZ is seeking a qualified, multi-disciplinary planning consultant team to produce a Planning Study for the neighborhoods surrounding the existing McGrath Highway (State Route 28), which will be transformed into an at-grade urban boulevard by Massachusetts Department of Transportation's (MassDOT) McGrath Boulevard capital project. This state project is currently at its 25% design stage and is scheduled for construction to begin in 2028. A team with considerable experience in community engagement, visioning, land use planning, and urban design, along with market feasibility and development potential analysis is needed to ensure the goals of SomerVision are balanced. This study will focus on physical design, both public realm and site planning, and the economic possibilities of upzoning, as well as developing the related policies necessary for successful implementation

#### **Project Overview & Objectives**

The Somerville community's vision for transforming McGrath Highway into a safe, slow, people-focused boulevard dates back more than 15 years. In 2013, MassDOT completed a planning study identifying an at-grade design as the state's preferred alternative. The project was first programmed for construction funding on the regional capital plan in 2022. Project design began in earnest in 2023, and the project is anticipated to reach its 75% design milestone in late 2026. Construction is currently planned to begin in 2028. A project description from the Boston Region Metropolitan Planning Organization is as follows:

*“The McGrath Boulevard project involves the demolition of the McCarthy Viaduct within the McGrath Highway Corridor and replaces it with a network of at-grade intersections. The project will provide a Complete Streets design for the McGrath corridor by incorporating access for all modes and for users of a diverse range of ages and abilities; improve traffic operations at seven of fifteen intersections compared to the No Build due to refined signal timing and reduced volumes; reduce roadway width and congestion through management of circulation and turning movements; improve multi-modal access to Union Square and Brickbottom via the McGrath corridor, Somerville Avenue, and Poplar Street; provide at-grade intersections that are more intuitive*

*for wayfinding; create enhanced pedestrian access across the corridor; allow the reclamation of the right-of-way for other uses; provide for urban design and community character improvements; and provide an opportunity for compliance with the Americans with Disabilities Act of 1990 and the Massachusetts Architectural Access Board by being rigorously designed to current accessibility and mobility standards and regulations.”*

(From:

[https://hwy.massdot.state.ma.us/ProjectInfo/Main.asp?ACTION=ViewProject&PROJECT\\_NO=607981](https://hwy.massdot.state.ma.us/ProjectInfo/Main.asp?ACTION=ViewProject&PROJECT_NO=607981))

While the change to an urban boulevard will improve mobility and connectivity to the Winter Hill, Prospect Hill, Brickbottom, East Somerville, and Union Square neighborhoods, Somerville seeks to develop a neighborhood land use plan as the city continues to coordinate with MassDOT– the plan and recommendations should allow for growth and economic development while minimizing negative socio-economic impacts to existing and new residents. To achieve this objective, it is key to understand the existing land uses along McGrath Highway and develop a projected analysis of the impacts a boulevard would create.

A planning study will result in place-specific recommendations to implement SomerVision’s objectives for this area, including:

- Acknowledging and mitigating historical inequalities to ensure our community remains safe, vibrant, and supportive of all.
- Promoting a dynamic urban streetscape that embraces public transportation, reduces car dependence, and is accessible, inviting and safe for all pedestrians, bicyclists and transit riders.
- Supporting a resilient economic base by adding new jobs to equal our working-age population, and encouraging independent, minority-owned, and immigrant-owned local businesses.
- Creating a variety of housing units (in style and affordability) to meet the needs of our diverse residents.
- Building a sustainable future through decreased carbon emissions and climate leadership, engaging civic spaces for improved health, and the responsible use of our natural resources.
- Transforming areas of underutilized former industrial land on the eastern and southern fringes of the city while minimizing the displacement of residents, artists, and local businesses.

The critical success factors for this project include, but are not limited to:

- Documenting the history and cultural importance of the corridor and acknowledge prior displacement that occurred during the building of the Northern Artery and McGrath Highway.
- Engaging a diverse range of residents and businesses with multilingual, equity-focused collateral and events to gather insights about the corridor’s physical, social, and cultural challenges to shape the project through accessible, equity focused outreach.
- Maximizing the economic development potential and environmental benefit of a major transit investment to stimulate growth with increased density and commercial land uses.
- Developing a community-centered long-term vision with expanded green space and trails, and green infrastructure to improve air quality and stormwater management.
- Understanding the benefit-cost analysis for potential developers and the City from possible upzoning to encourage residential development.
- Maintaining transparent communication and feedback loops so the public and City staff can design and refine the plan together into a final report that provides clear, community-backed recommendations.
- Making actionable recommendations for the corridor, integrating transportation, land use, and economic goals that implement placemaking and economic development projects with tools to support small businesses, homeowners, and tenants with transition during and post boulevard construction.
- Providing a roadmap for prioritizing future infrastructure projects - pilot projects, including road diets, street conversions, bike lanes, and tactical approaches to test the feasibility of long-term capital investments.

This work will also involve coordination and cooperation with the city's Mobility team as they work with MassDOT on the continuing design and engineering. PPZ has a good working relationship with the City of Cambridge and anticipate involvement from the Community Development Department at the municipal boundary through the Twin City Plaza Focus Area.

The final study resulting from this work will be used not only by City Staff, but also the City Councilors and the public. References to "reports" in this scope of work may be static documents or be provided as an interactive online web presence. The form of the deliverables will be determined during the Project Initiation meeting but in no case will printing expenses for hard copies be required.

The full project is expected to take approximately 18 months and will span two (2) fiscal years. As such a breakdown of costs will be helpful in evaluating responses to this RFP. While the parts of the scope outlined below will not be contracted individually, separate (itemized) costs for the Visioning Design Tasks (Phase II Tasks 1 and 2) and the Economic Feasibility (Phase I Task 3, Phase II Task 3, Phase III Task 2, and Phase IV Task 2) should be included.

The following procedural elements will be established as part of the project.

- All project files (working documents and final versions) will be stored on a shared drive for access by all team members – consultant team and city staff - including notes and agendas from all meetings, prepared by the consultant team.
- All workshops and public meeting materials and notices will be developed, prepared, and provided in a sufficient number by the consultant. City Staff will assist with the selection of meeting places, dates, and times.
- Team lead attendance will be required at the Internal Kick-Off Meeting and at all public meetings requiring the full consultant team. Full team attendance will be required at the Opening Public Meeting(s), Design Concepts Public Meeting(s), Draft Study Report Public Meeting(s), and the Final Study Report Public Meeting(s).
- Monthly (or more frequently as needed) progress meetings and reports. These are preferred to be in-person, especially in the early phases of the project, or can be conducted via video conference at the discretion of City staff.
- Mapping will be completed as GIS and/or CAD files with all final files delivered to the City.
- PowerPoint files for all presentations will be provided on the day they are to be presented to the public, along with lower resolution PDF versions to be posted on city website.
- Any and all final 3D files (e.g. SketchUp) will be delivered to the City.
- Any and all completely packaged files (with all images and fonts necessary for editing) of Draft Study Report and Final Study Report, preferably in Adobe InDesign.
- Native format files (including editable files of all diagrams and images) will be shared as well as final presentation graphics. (For example, separate image files and graphics created in Adobe Photoshop/Illustrator or Canva files used in presentations and documents.)
- All files will be high-resolution digital files for use by the City with no attribution. All deliverables become the property of the City of Somerville and will be shared publicly.

### **Draft Plan Area Map**

From the north side of the railroad tracks below Squires Bridge to Broadway. For reference, the section of McGrath north of Broadway is being reconstructed in 2026 under a different project.

<https://www.mass.gov/info-details/about-the-somerville-route-28-route-38-signal-and-intersection-improvements-project>. The complete boulevard will be studied as shown in Figure 1 (below). However, the varied economics and potential development density conditions along the corridor may demand that the work be

approached in segments. The anticipated scope encompasses a depth of at least one block facing the thoroughfare or the existing service roads for the highway. The phases or segments will be deemed by the City and the selected consultant team at the Project Initiation meeting.

The project area spans three (3) council wards – Ward 1 represented by Councilor Matt McLaughlin, Ward 2 represented by Councilor J.T. Scott, and Ward 3 represented by Councilor Ben Ewen-Campen. (The Ward Map can be found within the Zoning Atlas at [EnCodePlus/ZoningAtlas](#) for reference).



Figure 1: Plan Area showing approximate boundary



Figure 2: Plan Area showing ward boundaries and zoning districts

There is also a sub-area within the larger project scope that will require closer examination and urban design consideration. The area of the city that is to the east of Union Square and west of Brickbottom – north of the green line tracks to the Union Square MBTA Station to the Washington Street intersection as shown on figure 2 – was only partially considered in previous planning efforts. This Focus Area may require a more detailed evaluation and require different potential deliverables than other parts of the corridor.

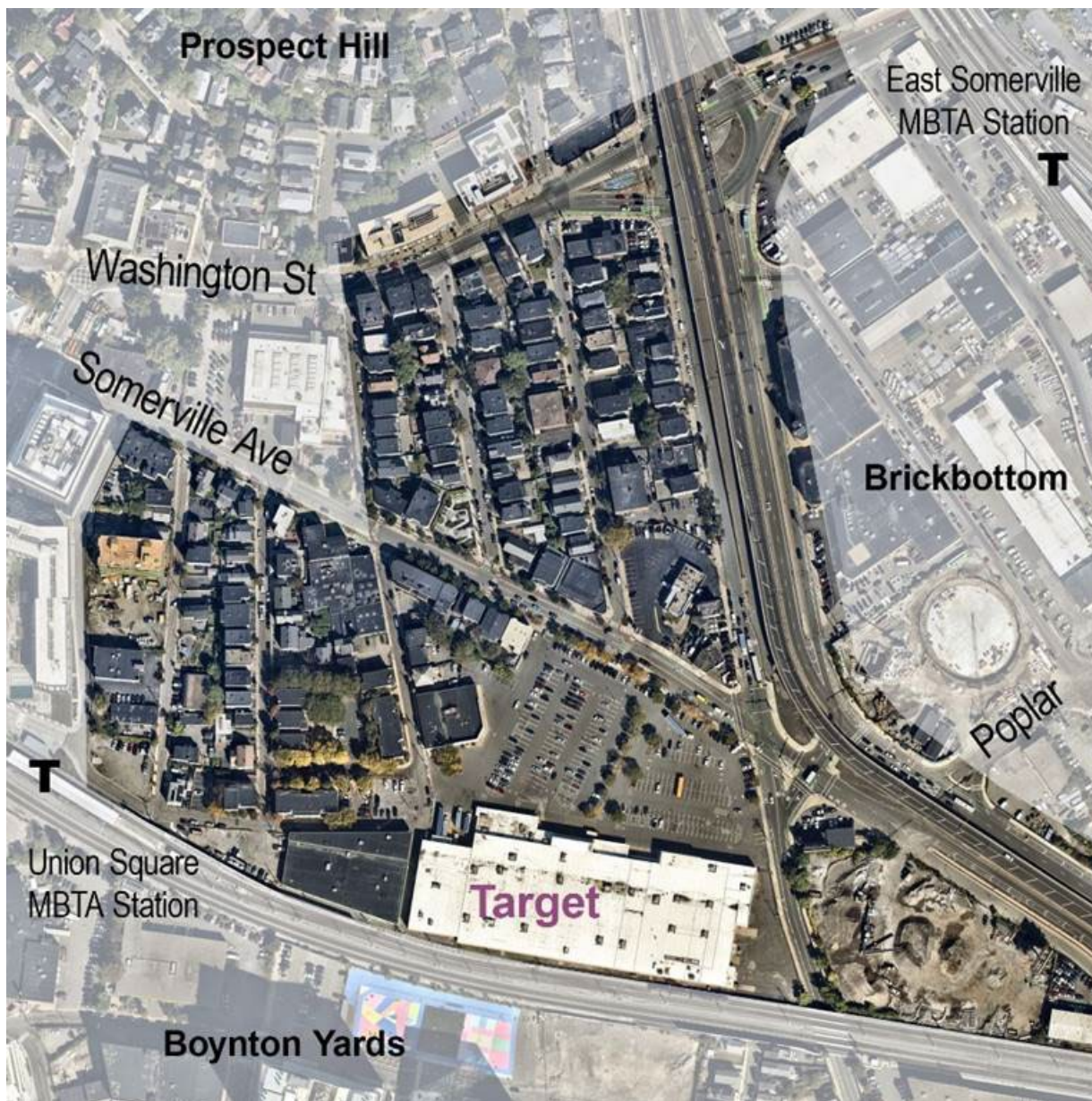


Figure 3: Focus area – MBTA green line tracks to Washington Street

The Washington Street intersection was previously addressed peripherally in the Union Square Neighborhood Plan - [SomervilleByDesign/UnionSquare](#). (The plan was adopted in 2016, and many of the recommendations were included in the zoning overhaul project that was adopted in 2019 - [EnCodePlus/ZoningOrdinance](#) - so both documents will be worth reviewing.) There is also an adopted Brickbottom Neighborhood Plan which addresses the eastern side of McGrath - <https://voice.somervillema.gov/brick> - as well as an on-going study of the ArtFarm design over the Poplar Street Pump Station (<https://voice.somervillema.gov/poplar-artfarm>).

### Project Phasing & Deliverables

The economic feasibility and impact analysis work must function in tandem with the community engagement process. Public input will be critical information for future land use and density scenarios and must be balanced with the feasibility of potential development. As such, the scope for an economic feasibility/fiscal analysis consultant is woven through the entire project process as outlined below.

All public interactions must have the format considered carefully as part of the Community Engagement Plan. Events may be in-person, hybrid or remote but the same meeting may need to be repeated in different formats at different times, days of the week and times of day, to ensure maximum participation. In-person activities must take place at ADA-accessible sites and may require simultaneous translation in Spanish, Portuguese, Haitian Creole, Nepali, Mandarin, Cantonese and ASL as needed. Remote components will be facilitated and offer simultaneous translation as needed. PPZ's Community Outreach Coordinator will guide the public process and be heavily involved with the consultant team for the planning and execution of all events.

## **Phase I – Organizing**

### **Task 1: Project Initiation**

This task is to establish project management tools and communication protocols as well as being the data collection. This task should include, but is not limited to:

- Attend project kick-off meeting with City staff and design team.
- Clearly define team roles, goals, project schedule, and major milestones of the project.
- Establish communication protocols, including points of contact, meeting cadence, and documentation procedures.
- Convene and lead weekly team coordination calls/meetings to review project status, including schedule, next steps, on-going and future phases of the project, and upcoming deliverables, presentations or meetings.
- Establish cloud access file folders for project work and maintain notes/minutes of all meetings for access by the entire team.
- Begin collecting and assembling baseline data and information necessary to complete the scope of work.
- Convene and lead interdepartmental working sessions every 4-6 weeks as needed. The City will provide baseline information and data, as available. If the City does not have the requested data, it will be the responsibility of the consultant to develop or acquire the data

### **Task 2: Community Engagement Plan Development**

Develop a multifaceted outreach plan that provides new and inventive ways to guarantee public participation that respects individual comfort and collective safety.

- Design a robust and inclusive Community Engagement Plan that prioritizes equity, identifies local stakeholders (residents, owners, and businesses), defines clear goals and timelines, methods of outreach and timing—including nimble ongoing engagement and larger community events—and a branding or graphic identity strategy for plan collateral.
- Establish multilingual communication strategies and meeting formats tailored to the neighborhoods most impacted by the corridor.
- Create all project messaging and physical/digital materials, including branding, fact sheets, FAQs, and social media content.
- Partner with City staff for digital distribution (web/newsletters), manage press releases, and maintain a robust engagement log to track feedback.
- Prepare a document that indicates the primary (for example, business owners, local officials, landowners), secondary (community groups, schools, faith-based organizations), and general stakeholders (community members), their issues and positions and a recommended outreach and engagement strategy designed to solicit their continued input and participation in the process.

- Conduct interviews, gather oral histories, photographs, written accounts, and conduct additional research to create a Statement of Historical and Cultural Significance
- Deliverables will include meeting presentation materials—including PowerPoints, presentation boards, and engagement collateral—for all advisory and public meetings, meeting minutes, and outline of next steps.

Outreach material and presentations will be hosted on the City of Somerville’s website. Any online preference and mapping surveys should be coordinated with the project page on the City website, likely a dedicated SomerVoice page. Due to the significant geographic area of this project, planning scenarios and associated engagement for that stage in the process may be phased by sub-area to connect with residents and stakeholders in a more focused fashion.

### **Task 3: Feasibility Model Establishment**

Gather qualitative and quantitative data via community engagement methods, photography, and historical research to help inform a baseline Economic Analysis that describes the corridor’s current physical context, land uses, transportation patterns, opportunities, and challenges.

- Conduct a socio-demographic analysis of the population, income levels, employment, and growth trends along the corridor and the abutting neighborhoods including population projections broken down by age, income, and mobility.
- Create an Existing Conditions analysis or model to include an inventory of existing, under-construction, and proposed competitive projects to analyze vacancy rates and review rental rates, sales prices, to determine absorption rates.
- Evaluate/analyze the demographic and economic characteristics of the area specifically on the basis of trends and characteristics (household and population growth, employment growth, average spending per household by store type, and median income) that affect, and will continue to influence, neighborhood and regional demand for commercial land uses.
- The competitive supply analysis should focus on analyzing existing retail and neighborhood office market trends within the area and in nearby competitive locations. Information collected should include the age of the retail center, existing mix of stores, vacancy, lease rates, and other key market factors to assess why certain retail centers are underperforming and identify any existing market barriers to attracting desired local and national retailers.
- The detailed demand analysis will indicate the future demand for neighborhood retail and office uses and the feasibility of residential along the corridor that the market-based demand can support. This will directly influence the supportable development program, strategic recommendations for land use and transportation, redevelopment strategies, and implementation priorities.
- Create a database of land values to identify opportunities for creating or redefining the land uses within the study area.
- Develop a fiscal model of the study area to determine the feasibility of development with increased density and potential costs to the city to support that development.
- Research and recommend potential public/private partnerships which have proved successful in similar projects.

### **Task 4: Data Collection and Analysis**

Compile a comprehensive inventory of ownership, land uses, building age and heights, environmental issues, infrastructure constraints (<https://www.somervillema.gov/cso>), and real estate assessing the land values along the McGrath Boulevard corridor.

- Review and summarize relevant planning studies, documents, development plans and permits, and any recent zoning changes within and adjacent to the study area.
- Provide an existing conditions assessment, in the form of maps and narratives, that addresses, but is not limited to:

- a. Physical conditions of the study area (incorporating roadway changes currently under planning and design as part of MassDOT work).
  - b. District character, historic buildings, and elements of design.
  - c. Cultural and physical history, identity, and current cultural networks.
  - d. Existing land use analysis including building type, height, and intensity of development (number of units, commercial square footage, etc.) on parcels in the area, identifying areas that are likely to change or have the potential to in the near term.
  - e. Review of current zoning laws, land use, and required permits.
  - f. Neighborhood demographic assessment, including, but not limited to, population trends, age, race, income, housing trends, educational attainment, transportation patterns, and changes over time of the above data compared to the City of Somerville, as a whole.
  - g. Assessment of future climate change impacts, tree canopy coverage (along the corridor and in adjacent neighborhoods), and projected flooding and heat impacts, and recommended actions to reduce emissions and improve resiliency in the study area using the City's Net Zero Action Plan, Climate Forward, and the Sustainable & Resilient Development Questionnaire.
  - h. Study, current and planned service levels for public transit service; historical ridership trends; stop boardings/alightings; stop conditions; identification of barriers to people with disabilities; transit service gaps, and potential users predicted transportation patterns.
  - i. Evaluate the current economic vitality of local businesses in coordination with the economic analysis (Task 3). Identify any retail competition from neighboring commercial districts, such as Union Square, and any spillover effect into the corridor.
  - j. Describe existing housing market dynamics based upon available data.
  - k. Determine how people travel to local businesses, recreational facilities, and schools. Particular attention should be paid to people of all ages and abilities using these modes, including school-age children, people with disabilities, and senior residents.
- Create maps to identify neighborhood, commercial, residential, and social assets and key institutional anchors within study area.
  - The information collected and analysis will be used to generate an Existing Conditions Assessment. This data will form the base information for any exercises and workshops in the Visioning phase and be presented as part of the Opening Public Meeting.

## **Phase II – Visioning**

There will be additional study necessary at the Focus Area to the south of the Washington Street intersection as shown in Figure 2 above. While the Fiscal Model may not be ready at the time of this Visioning phase of work, it is anticipated that there will be some testing necessary during the design and input public meetings to explain trade-offs and feasibility.

### **Task 1: Pre-Design**

Building upon the data gathered in initial assessment, the Team will translate technical findings into preparing for interactive public dialogue and urban design workshop(s). This work may include but is not limited to:

- Conducting stakeholder engagement discussions about potential areas for new development and increased density using the Existing Conditions Assessment.
- Facilitating community listening sessions, focus groups, and pop-up engagements with an emphasis on historically marginalized neighborhoods to inform future growth potential.
- Refining timing, schedule, location, and all logistics for any public workshop(s) as outlined in the Community Engagement Plan.
- Preparing design tools and materials, especially interactive tools to help participants explore potential urban design and potential growth scenarios.

- Preparing a Existing Conditions Assessment – a concise summary of the information from all previous phases of work for an Opening Public Meeting including summaries on project assessment and organization, stakeholder research, education and involvement, and base data research and analysis.

## **Task 2: Design Workshop(s)**

The Team will propose, organize, and conduct an appropriate public design approach ensuring that the process contains at least three (3) feedback loops for public input. This work may need to be repeated in different locations throughout the study area at different times of day to engage the maximum number of residents and may need to be repeated as in-person and online engagements. A design charrette

(<https://www.canr.msu.edu/nci/nci-charrette-system/>) is not required but may be proposed.

- Conduct a public design process to collect detailed neighborhood input, document concerns, and consider design ideas. The workshop(s) could include but not limited to:
  - a. Opening Public Meeting to establish a community understanding of the project background purpose, process, roles and opportunities for community involvement; and, use hands-on drawing exercises and other methods to elicit public input on such topics as community values, and future vision. (First feedback loop.)
  - b. Minimum of three alternative concepts based on community input from the Opening Public Meeting, the existing conditions analysis (physical and fiscal), as well as engineering, environmental, policy and other project requirements.
  - c. Review the alternative concepts with regulatory agencies and primary stakeholders such as landowners and community leaders.
  - d. Design Concepts Public Meeting to present the alternative concepts and to facilitate a dialogue among all of the relevant viewpoints represented. Gather the information necessary to narrow the alternative concepts into a preferred plan. (Second feedback loop.)
  - e. Following the workshop/public meeting(s), the Team may promote a survey to the Phase I community groups and the general public. This will likely be done online via Somerville's SomerVoice platform, allowing the Team to gather further community input on topics discussed during Phase I and reach people unable to participate in the design workshop(s).
- Implement participatory mapping, storytelling, and community visioning exercises to identify priorities for connectivity, mobility, safety, environmental quality, and cultural expression. The outcomes should include but are not limited to:
  - a. Three-dimensional modelling imagery showing the potential development scenarios
  - b. Coordinate with, and incorporate, the street designs being developed by MassDOT project.
  - c. Identify areas for future open spaces and suggest improvements to current open spaces in the study area, promoting active recreation and passive space that appeals to all users.
  - d. Evaluate tree canopy coverage in the public realm and suggest opportunities for new street tree and landscape plantings.
  - e. Create illustrative plan/diagram of proposed public space improvements.
  - f. Identify barriers to transit access, such as walkability to Green Line stations.
  - g. Identify improvements that mitigate delay and unreliability for bus travel and improvements to bus stops including amenities
  - h. Identify improvements to bus stops including amenities.
  - i. Identify elements in the public realm to enhance and expand comfort and safety for people using the street.
  - j. Identify areas of consensus, key themes, and areas requiring further exploration.
- Compile input from all Visioning activities into a Community Vision Report to be presented publicly at a Preferred Study Plan Meeting in Phase III to facilitate further dialogue. (Third feedback loop.)

## **Task 3: Economic Feasibility Testing**

The economic feasibility team members should be active participants in the design and visioning process listed in Phase II Task 2.

- a. Use the economic modeling from Phase I Task 3 to explain the difference between the potential design scenarios.
- b. Review the Anti-Displacement Task Force Report and research additional anti-displacement tools and strategies (for housing and businesses) that may be applicable to the study area.

### **Phase III – Refinement**

Each idea from the Visioning Phase will now be vetted by the city for logistics, feasibility, and capacity across disciplines within the city. Planning staff will coordinate with its Mobility, Engineering, Public Space & Urban Forestry, and Economic Development divisions to ensure that each idea is aligned with current and anticipated improvement projects and infrastructure capacity.

#### **Task 1: Land Uses & Density**

The Team will transition from broad concepts to implementable strategies, refining the conceptual alternatives developed in prior phases into a Preferred Study Plan. These strategies will be tested for performance and tradeoffs and shared with the public for feedback.

- Develop a draft Preferred Study Plan that includes the public input from the Design Workshop(s) and other sources, merging the high performing elements of the alternative concepts with any newly developed design elements. Document the degree to which the preferred plan performs according to the project goals and objectives.
- Conduct targeted engagement sessions to review the preferred plan with the City, regulatory agencies, and primary stakeholders as necessary.
- Create development scenarios (“test-fits”) for select parcels (to be determined) along McGrath Boulevard, incorporating a variety of land uses, density of development, massing of buildings, and access management - may include development scenarios for the Focus Area.
- Document and analyze future projections for the overall changes in housing units, and commercial square footage of the Preferred Plan.
- Conduct a Preferred Study Plan Public Meeting. Present a concise and comprehensive summary of project goals, the charrette process and all elements of the preferred draft plan. Gather community input through an open discussion.
- Conduct detailed design studies, further refinement, and feasibility tests of the Preferred Study Plan. Example studies include civic space and environmental impacts. Develop preliminary project implementation documents such as zoning maps.
- Recommend strategies to improve access (sustainable transportation and better managing parking access) to businesses, as well as mitigating construction impacts.
- Develop public-friendly materials that clearly explain trade-offs, benefits, and equity considerations of each option.
- Summarize all feedback to inform iterative design adjustments.
- A summary of this work will be incorporated with the previous task’s work efforts into a public Preferred Study Plan Meeting.

#### **Task 2: Feasibility Modeling Scenarios**

Scenarios should be illustrated through basic 3D massing diagrams and plans to clearly and simply translate the height, massing, development program, dimensions, and open space of the site. The scenarios should reflect the conversations and conclusions from the analysis, and community input of the preferred type of land uses and density for the area.

- Finalize the economic model to determine the fiscal impacts of development scenarios displaying potential land value changes and feasible development possibilities should include but may not be limited to:
  - a. The study area built out under current zoning – identifying land uses, projected residential and commercial square footage, and potential timeframe for development.
  - b. A medium-density scenario where development is mostly mid-rise buildings (up to 8 stories) along the entire corridor.
  - c. A maximum density scenario of high-rise buildings along the corridor with increased height around the Green Line stations and critical intersections.
  - d. The Preferred Urban Design Framework.
  - e. Analyze and recognize the potential displacement pressure generated by each density scenario.
- Create an easily understood comparison of the fiscal impact of the alternative development scenarios.
- Estimate potential ownership and maintenance costs for any open spaces that may be deeded to the city.
- Identify parcels with the greatest development potential and optimal future land uses.
- Identify any program creation or changes needed to strengthen anti-displacement strategies.
- Determine strategies for growth and retention of locally owned businesses along the corridor, to increase “business to business” support and special events in the area, and build the retail experience through public realm improvements and local activities.
- Identify and address potential displacement risks by analyzing the vulnerability of current tenants and considering equity-based strategies that recognize the cultural and economic contributions of existing residents and businesses.
- A summary of this work will be incorporated with the previous task’s work efforts into a public Preferred Study Plan Meeting.

### **Task 3: Initial Zoning Considerations**

The Team will review all information and feedback received for the public, city staff, and all fellow consultants to draft zoning maps and document policy recommendations.

- Create tables and illustrative graphics that compare as-built conditions in the study area with the current permissible zoning (base zoning and any overlays). Particular attention should be given to dimensional standards and lot coverage.
- Provide the delta between what is existing vs. what is permitted to understand the development capacity at present day under current regulations.
- Evaluate potential impacts of zoning changes on affordable commercial and residential, identifying areas where increased development may lead to displacement.
- Develop alternatives for zoning and building standards that illustrate different outcomes for urban form and land use patterns within the study area which benefit the community and complement the neighborhood. For these purposes, urban form includes building types, height, number of stories, massing of building, site standards, lot dimensions, and street front articulation.
- A summary of this work will be incorporated with the previous task’s work efforts into a public Preferred Study Plan Meeting.

## **Phase IV – Finalization**

### **Task 1: Initial Draft Study Report**

The Team will focus on a summary of findings and conclusions into a cohesive document. The Final Study Report will reflect cultural and historical aspects of the community, while outlining specific recommendations and zoning frameworks. Specific issues to be addressed in the final document will include, but not necessarily be limited to, the following:

- Summary of the planning process and community outreach campaign.
- Existing condition analysis and assessment of the study area.

- Shared vision for future of entire corridor and development to meet project goals, including future land uses, building massing including height and setbacks, architectural character observations, and urban design elements.
- Preferred Study Plan for the complete corridor and the Focus Area including illustrative plans and renderings showing civic spaces and streetscapes.
- An equity-centered displacement mitigation strategy that identifies at-risk small businesses and residents, proposing specific policy tools and protections, and inclusive investment models to ensure the potential development benefits the existing community.
- Land use and fiscal modeling scenarios broken down into simple diagrams, graphics, and illustrations that compare the scenarios and explain how those inform zoning recommendations.
- Preferred configuration of the streets accessing the study area, adhering to Complete Streets principles and utilizing tools such as road or lane diets to rebalance movement within and adjacent to the project area.
- Streetscape concept design including green infrastructure where applicable, landscaping and lighting modifications, defensive space/"eyes on the street" strategies, pedestrian and bike accessibility enhancements, locations for public art, and furnishings such as benches, trash and recycle receptacles, and bicycle racks.
- Pedestrian-friendliness, including sidewalks, street furniture, lighting, crosswalks, and other pedestrian amenities for connections to adjacent and regional community amenities such as parks, schools, libraries, churches, trails, and other cultural and natural resources.
- Improved transit routes, connections, stops (including amenities for those stops), transfers, and stations.
- NetZero strategies appropriate to the Somerville Climate Forward Plan and SustainaVille Initiatives.
- Recommendations for ideal locations and types of civic spaces
- Identification of advantageous sites for certain specific building types in accordance with the City of Somerville's zoning ordinance.
- Draft zoning amendments – maps and text.
- Implementation table of priorities with responsible parties (important sites, new programs, and/or city-wide policies) and potential funding strategies with potential partnerships to enable the community's vision to be realized. Define roles and responsibilities for programs and strategies.

### **Task 2: Completion of Economic Feasibility Model**

This task focuses on a final round of feasibility testing and fiscal impact for each development and zoning scenario.

- Collaborate with the design team to incorporate final rounds of community feedback into the draft plan.
- Finalization of the development of land value feasibility models based on draft zoning.
- Finalize analysis and feasibility models under each development scenario as necessary.
- Finalize anticipated costs to the City under each development scenario.
- Create a separate report of the economic analysis and feasibility work containing all the detail and back-up data used to be an Appendix to the study document.
- Create an executive summary of the economic analysis and feasibility work to be included in the final document.

### **Task 3: Document Editing and Completion**

The Team will compile the final documentation and submit to city staff for an initial review period of at least two (2) weeks. After those comments and edits have been addressed, the draft document will be released for public comment and further input for at least four (4) weeks prior to final edits.

- The consultant should be certain that the plan captures the cultural narrative of the neighborhood, recognizing the spectrum of races, ethnicities, and personal histories and backgrounds of its residents. Create a PowerPoint presentation summarizing the project and the plan recommendations.

- Present at approximately three (3) Draft Study Report Public Meetings – possibly two for the overall corridor and one for the Focus Area.
- Develop comment forms, digital surveys, and accessible review materials.
- Track and categorize all public comments.
- Work with City staff to determine the edits, revisions, and responses to comments.
- Finalize the report that includes the items listed above along with the following:
  - a. Proposed zoning framework based on economic modeling.
  - b. Primary recommendations of the plan by topic area for the entire corridor and each Focus Area.
  - c. Implementation plan that identifies short-, medium- and long-term action items.

**Task 4: Final Study Report Presentation**

When the final edits to the documentation are complete, the Team will share findings with the public translating the complex data into simple consumable material.

- Update the final documentation to include all data in appendices as necessary.
- Create a summary PowerPoint presentation of the final project and present the work at a minimum of two (2) public Final Study Report Meetings or open houses.
- Present findings to the City Council and the Planning Board – likely separate meetings.

**Deliverables**

The basic deliverables of this work will include, but are not limited to:

- a planning report covering the existing conditions, a summary of the process (including detail of the community engagement), and illustrative urban design plans of potential growth,
- zoning recommendations or other policy changes necessary to support or incentivize potential development,
- urban design recommendations for the focus area,
- market analysis and an economic feasibility model,
- identification of catalyst sites and possible test-fits, and
- an economic pro-forma model supporting the feasibility report and estimating cost/benefits of potential development to the city.

**Draft Schedule**

<b>Project Schedule</b>	<b>MassDOT Schedule</b>
Consultant Selection: May 2026	December 2025 - 25% design
Phase I – Organizing: June-August 2026	
Phase II – Visioning: September 2026 - February 2027	75% design
Phase III – Refinement: March-June 2027	
Phase IV – Finalization Tasks 1 & 2: July-September 2027	100% design & bid package
Phase IV – Finalization Tasks 3 & 4: October-November 2027	
End: December 2027	Construction start (Spring 2028)

**Anticipated Public Meetings**

The work may need to be repeated in different locations throughout the study area at different times of day to engage the maximum number of residents and may need to be repeated as in-person and online engagements.

- Opening Public Meeting(s)
- Design Concepts Public Meeting(s)
- Preferred Study Plan Meeting(s)
- Draft Study Report Public Meetings

- Final Study Report Presentations
- Presentations to the City Council and Planning Board

**Additional Proposal Submission Requirements (If any)**

1. Workplan/Project Approach
2. Work Samples
3. Any additional specific submission requirement that makes sense for this RFP

**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 employees of the City. Final selection will be based upon the evaluators’ analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met. The Comparative Evaluation Criteria are:

<b>Factor 1: Technical and Management Approach</b>	
<b>Highly Advantageous</b>	The proposer’s Plan demonstrates a comprehensive understanding of the SOW and a thorough attention to detail. The Plan is both cost effective and relevant to Somerville’s specific needs.
<b>Advantageous</b>	The proposer’s Plan demonstrates a moderate understanding of the SOW and a modest attention to detail. The Plan is not optimally cost effective and lacks certain aspects of relevance to Somerville’s specific needs.
<b>Not Advantageous</b>	The proposer’s Plan lacks a comprehensive understanding of the SOW, lacks a thorough attention to detail, and is not cost effective nor relevant to Somerville.

<b>Factor 2: Key Personnel</b>	
<b>Highly Advantageous</b>	<u>All</u> of the personnel identified by the proposer are proven to possess a <u>very high level</u> of community outreach, visioning, and zoning, and/or economic/fiscal analysis experience. Resumes are included in the proposal for all proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly show an adequate level of relevant experience to successfully perform the scope outlined herein.
<b>Advantageous</b>	<u>All</u> of the personnel identified by the proposer are proven to possess a <u>high level</u> of community outreach, visioning, and zoning, and/or economic/fiscal analysis experience. Resumes are included in the proposal for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.

<b>Not Advantageous</b>	<u>Most</u> but not all of the personnel identified by the proposer are proven to possess an <u>adequate level</u> of community outreach, visioning, and zoning, and/or economic/fiscal analysis experience. Resumes are not included not any of the proposed staff.
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<b>Factor 3: Past Performance</b>	
<b>Highly Advantageous</b>	The proposal demonstrates the proposer's efficient and effective design and management of six (6) or more long-range community development plans and/or zoning studies, preferably within Massachusetts and through the lens of economic feasibility in communities of similar size to Somerville.
<b>Advantageous</b>	The proposal demonstrates the proposer's efficient and effective design and management of three (3) to five (5) long-range community development plans and/or zoning studies, preferably within Massachusetts and through the lens of economic feasibility in communities of similar size to Somerville.
<b>Not Advantageous</b>	The proposal demonstrates the proposer's efficient and effective design and management of less than three (3) long-range community development plans and/or zoning studies, preferably within Massachusetts and through the lens of economic feasibility in communities of similar size to Somerville.

## 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		YES	NO
1.	Proposer has previous comprehensive and/or neighborhood plan work in Massachusetts and knowledge of Massachusetts Laws in the last ten years.		
2.	Proposer has completed at least three (3) corridor studies with extensive public engagement.		
3.	Proposer has completed at least three (3) economic feasibility or fiscal analysis models.		
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 5/18/2026 and ends on or about 12/31/2027. 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 <https://www.mass.gov/info-details/gl-c-268a-the-conflict-of-interest-law-as-amended-by-c-248-acts-of-2024>. 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 # 26-58**  
**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: McGrath Boulevard Planning Study

- 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 **4/29/2026 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 [Somerville Wage 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.

**Please provide a fixed fee for the entire project. Additionally, attach separate pages to further explain/breakdown the fixed fee by the phases and tasks detailed in the scope of work (Section 2.0) to show how the total fixed fee was reached.**

<u>5/18/2026 - 12/31/2027 Total Fixed Fee</u>	
<u>Project Description</u>	<u>Total Fixed Fee</u>
<b>McGrath Boulevard Planning Study</b> <i>(including all phases and tasks detailed in the scope of work)</i>	\$
<b>Name of Company/Individual:</b>	
<b>Address, City, State, Zip:</b>	
<b>Tel #</b>	<b>Email:</b>
<b>Signature of Authorized Individual</b>	
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.	
<b>ACKNOWLEDGEMENT OF ADDENDA:</b>	
Addendum #1 ____ #2 ____ #3 ____ #4 ____ #5 ____ #6 ____ #7 ____ #8 ____ #9 ____ #10 ____	

RFP # 26-58

## SECTION 4.0

### McGrath Boulevard Planning Study PROPOSERS' CHECKLIST

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

#### Non-Price Proposal

##### Required with Sealed Proposals

- Cover Letter
- Acknowledgement of Addenda (if applicable and non-price related)
- Workplan/Project Approach
- Resumes for all proposed personnel
- Work Samples
- 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

##### Required with Contract, *Post Award*

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

#### Price Proposal

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



**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 **7/1/2026** “Living Wage” shall be deemed to be an hourly wage of no less than **\$18.85** 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

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

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
**(Duly Authorized Representative of Vendor)**

**Title:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2026 is **\$18.85** 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.



**Non-Collusion Form and Tax Compliance Certification**

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

**A. NON-COLLUSION FORM**

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

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

**Signature:** \_\_\_\_\_  
**(Individual Submitted Bid or Proposal)**  
**Duly Authorized**

**Name of Business or Entity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**B. TAX COMPLIANCE CERTIFICATION**

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

**Signature:** \_\_\_\_\_  
**(Duly Authorized Representative of Vendor)**

**Name of Business or Entity:** \_\_\_\_\_

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Certificate of Authority  
(Corporations Only)**

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

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

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

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

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

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

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

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

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

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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



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

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

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

\_\_\_\_\_  
**(Complete Name of Limited Liability Company)**

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

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

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

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

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

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:**\_\_\_\_\_

**Date:** \_\_\_\_\_

**REFERENCE FORM**

Bidder: \_\_\_\_\_

**IFB Title:** \_\_\_\_\_

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

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_



## **SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM**

### **Background**

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

### **Application Process**

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

### **Certifications**

Check all those that apply:

- Minority Business Enterprises (MBE)**
- Women Business Enterprises (WBE)**
- Veteran Business Enterprises (VBE)**
- Portuguese Business Enterprises (PBE)**
- Other** \_\_\_\_\_

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

### **CERTIFIED BY:**

**Signature:** \_\_\_\_\_

**(Duly Authorized Representative of Vendor)**

**Title:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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(l)-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 • Sole proprietorship	Individual/sole proprietor.
• 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.

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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

## 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), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **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.

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

Go to [www.irs.gov/IdentityTheft](http://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.



## SECRETARY OF THE COMMONWEALTH'S

### CERTIFICATE OF GOOD STANDING

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

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

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

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

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

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

#### **IMPORTANT NOTICE**

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

**INSURANCE SPECIFICATIONS**

**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the 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. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

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

**Certificate Should Be Made Out To:**  
**City Of Somerville**  
**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).

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

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

### CERTIFICATE HOLDER

### CANCELLATION

CERTIFICATES SHOULD BE MADE OUT TO:  
**CITY OF SOMERVILLE  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143**

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

AUTHORIZED REPRESENTATIVE

**APPENDIX A**  
**City's General Terms and Conditions**

# CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

## 1. Definitions

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

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

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

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

## 2. Performance; Time

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

## 3. Acceptance of Goods or Services

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

## 4. Compensation

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

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date.

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

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

## 5. Release of City on Final Payment

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

## 6. Risk of Loss

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

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

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

## 7. Indemnification

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

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

## **8. Default; Termination; Remedies**

### **A. Events of Default**

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

### **B. Termination Upon Default.**

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

Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City.

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

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

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

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

### **C. Termination For Convenience.**

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

### **D. Obligations Upon Termination.**

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

### **E. Rights and Remedies.**

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City.

Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

## **9. Insurance**

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

## **10. Governing Law; Forum**

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

#### **11. Complete Agreement**

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

#### **12. Amendment**

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

#### **13. Conditions of Enforceability Against the City**

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

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

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

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

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

#### **14. Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

#### **15. Independent Contractor**

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

#### **16. Assignment; Sub-Contract**

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

#### **17. Discrimination**

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

#### **18. Waiver**

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

#### **19. Severability**

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

#### **20. Notice**

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

#### **21. Captions**

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

#### **22. Non-Collusion**

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Vendor certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

### **23. Tax and Contributions Compliance**

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

### **24. Municipal Taxes, Charges and Liens**

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

### **25. Compliance with Applicable Laws**

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

### **26. Conflict of Interest**

The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

### **27. Licenses and Permits**

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

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

### **29. Debarment or Suspension**

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

### **30. Warranties (Applicable to Goods Only)**

The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.