

CITY OF SOMERVILLE

MASSACHUSETTS

MAYOR'S OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT



2024

REQUEST FOR PROPOSAL

Small Business Grant Funding

BID NUMBER # SB24.1

TABLE OF CONTENTS

Table of Contents.....	1	
Legal Notice.....	2	
Background Information, Timeline, and Eligibility, Evaluation, and Award.....	3-4	
Submission Instructions.....	5	
 <i>Section I</i>		
A. Cover Page.....	6	
B. Program Description.....	7	
 <i>Section II. Financial Planning Projections</i>		
Program Budget Form.....	8	
 <i>Section III. Agency Organizational Information.....</i>		9
<i>Section IV. Documents To Be Provided By All Proposers.....</i>		9
<i>Section V. Documents To Be Provided By New Proposers Only.....</i>		9
 Attachment A Proposers Checklist.....		9-10
Attachment C Sample Grant Agreement.....		11-12
 Appendix A Scope of Work.....		13
 Appendix B Cost Details.....		14
 Contract General Terms.....		15-20

LEGAL NOTICE

City of Somerville
Mayor's Office of Strategic Planning and Community Development (OSPCD)
SB-24.1

The City of Somerville, Mayor's Office of Strategic Planning and Community Development (OSPCD)
invites sealed proposals for the USQ Community Benefits Fund Projects
Small Business Grant Programs

Small Business Grant Programs. Proposals must be for programs that assist with
small business supports in the Union Square neighborhood.

Funds for Small Business Supports programming are provided by the USQ
Community Benefits Fund Projects, City funds, or other available funds generated
from development impact fees.
Bid Number SB4.1

Request for Proposal packages for both programs will be posted and available for
download on the City of Somerville website beginning at
February 14, 2024 at

<https://www.somervillema.gov/departments/programs/assistance-businesses>

Print copies available upon request to Adriana Fernandes at email
EconomicDevelopment@somervillema.gov

An electronic PDF file should be emailed to email address and proposal packages
must be submitted no later than
M

February 28, 2024 @ 4:30 PM

for responses to SB23.1
to the above email address.

Please contact the City of Somerville's Workforce Development staff, by email
EconomicDevelopment@somervillema.gov, for information and proposal
packages.

Thomas Galligani, Acting Executive Director
617- 625-6600, x 2500

Somerville Times February 14, 2024

A. BACKGROUND INFORMATION

The City of Somerville is seeking proposals from nonprofit agencies and organizations for public service programs to be funded through the USQ Community Benefits funds or other available funds generated from development impact fees. The Mayor's Office of Strategic Planning and Community Development is committed to the provision of assisting in the creation and maintenance of small business supports for businesses in the Union Square neighborhood.

TIMELINE

RFP Issued	February 14, 2024
Deadline for Submitting Questions to RFP	February 21, 2024 @ 4:30 PM
Proposals Due	February 28, 2024 @ 4:30 PM
Anticipated Contract Award	January 1, 2024
Services Commence	January 1, 2024
Contract Completion Date	December 31, 2024

B. ELIGIBILITY, EVALUATION AND AWARD

1. Minimum Eligibility Criteria:

The competitive selection process provided for under this RFP will focus on the program design, qualifications, and ability to execute deliverables in accordance with the selection criteria set forth in the RFP. Eligible applicants include any nonprofit organization capable of performing the work described in this RFP, including but not limited to navigating the regulatory processes for permits and licenses, negotiating leases, accessing capital, and developing business plans, among other relevant services. Thoughtful written responses will enable the City to select the most qualified proposers.

At a minimum, it is expected that the contracting agency will have prior experience in small business supports in the Union Square neighborhood. Moreover, the contracting agency should have experience working supports to the workforce in the Union Square neighborhood.

2. Selection Criteria:

Proposals are urged to address the following considerations in completing the required Section 1: Program Description:

- Each respondent must include a proposed outline of deliverables and schedule for how these deliverables will be met. The City cannot pay for services up-front. Upon selection of service provider, the awardee will meet with the City of Somerville's Economic Development division of OSPCD to agree upon a final set of deliverables and benchmarks. Grant funds will be awarded as these deliverables and benchmarks are met.
- Recent or proposed adaptations of the Proposer's services to better serve Somerville's changing population,
- Recent or proposed innovations and/or improvements in the Proposer's service model,
- Collaboration with other non-profits in planning and service delivery,
- Justification for continued funding (addressing Minimum Eligibility Criteria **Particularly Low Moderate Income (LMI) clientele eligibility**),

C. Selection Procedure:

Grants are exempt from the Chapter 30B selection procedures. Proposals shall be reviewed by Advisory Committee composed of members the Economic Development Division of OSPCD. In addition to the Minimum Eligibility Criteria and Selection Criteria listed above, the Committee will small business support statistics, results of the public meetings, and past performance (where applicable).

The Advisory Committee will evaluate applications based on the following rating system (100 points possible):

- | | |
|---|-----------|
| • Experience managing grant funded projects | 25 points |
| • Agency capacity – financial and staffing | 15 points |
| • Organizations that primarily serve the small business community in Union Square | 20 points |
| • Working knowledge of the small business community | 20 points |
| • Project budget, leverage of other funds, partnerships with other agencies | 20 points |

D. Execution Grant Agreement:

Successful Proposers must execute a Public Service Grant Agreement within 30 days of award with the City of Somerville in substantially the same form, including Appendices, as the sample Grant Agreement included in Attachment C of this RFP. Please note that funding is typically for one year only, although the City may extend the term of the grant in appropriate cases.

5. Grant Agreement Reporting Requirements:

Awarded proposers will be required to follow all Reporting Requirements including the submission of forms required by the scope of work and Quarterly Progress Reports.

C. SUBMISSION

INSTRUCTIONS

Please fill out the Proposers' Checklist (Attachment A), Section I. including Program Description, Section II. Financial Planning Projections/Price Proposal, and Section III: Total agency operating budget, Listing of Board of Directors & Affiliation, Organizational Chart, and Job Descriptions. For Section IV submit the agency's

Authorization Vote of the Board/Certificate of Authority, copy of agency's Financial Policies and Procedures and financial Audit. Section V (For New Proposers ONLY) – Submit the agency's Articles of Organization and Affirmative Action Plan. To assist the Advisory Committee please submit your proposal with each section labeled and organized in the following order:

Submit One (1) PDF Copy of ALL sections

SECTION I

- Cover Page
- Program Description (not to exceed 9 pages)

SECTION II

1. Financial Planning Projections/Price Proposal (not to exceed 2 pages)

SECTION III

2. Total agency operating budget
3. Listing of Board of Directors & affiliation
4. Organizational Chart
5. Job Descriptions

SECTION IV

Documents to be Provided for All Proposers

- Authorization Vote of the Board
- Financial Policies and Procedures
- Audit

SECTION V

Documents to be Provided by New Proposers ONLY

4. Articles of Organization
5. Affirmative Action Plan

SUBMISSION:

An electronic PDF of proposal must be submitted to the Office of Strategic Planning and Community Development (OSPCD) by February 28, 2024 @ 4:30 PM.

An electronic PDF proposal should be emailed to: EconomicDevelopment@somervillema.gov. Timestamps from emails will be used to certify timely submission. Read receipts are suggested.

Hardcopies of the proposal are NOT required, but can be mailed to City Hall (*in addition to electronic submission*), in a clearly marked envelope which includes:

Proposer Agency Name and Address and GRANT NAME" to:
Office of Strategic Planning and Community Development (OSPCD)
Attention: Adriana Fernandes
City of Somerville
93 Highland Ave, 3rd Floor
Somerville, MA 02143

It is the sole responsibility of the proposer to ensure that the proposal arrives on time. Late proposals will not be considered and will be rejected and returned

Questions:

For more information regarding this Request for Proposals or the Programs please contact Workforce Development staff at EconomicDevelopment@somervillema.gov.

Deadline for submitting questions regarding this RFP is February 21, 2024 @ 4:30 PM

SECTION I.

1. COVER PAGE

- Agency Name:
- Name of Project:
- Address:
- Contact Person (Name/Title):
- Telephone Number:
- Funding Type:

Email Address:

Fax Number:

- Applicant Type:
 - Renewal ☐
 - New Applicant ☐

- Agency Type (Check One):

Municipal ☐

Private Non-Profit ☐

Consortium or Collaborative ☐

- Federal I.D. # _____ DUNS # _____
- Each applicant should specify which subcategory best describes the proposed project:

☐ Small Business Liaison and Supports

- Describe the population with whom you expect to work and estimate the number of people to be served by this project:

- Client eligibility criteria used:

☐ Clients must be small businesses operating in the Union Square Neighborhood

- Total Funding Requested in this proposal: _____

Submitted by: _____

Print Name

Signature

Date: _____

SECTION I. *(Continued)*

2. PROGRAM DESCRIPTION

(Please limit your response to one page per subsection. Not to exceed a total of 9 pages)

1. **If you are requesting renewed funding for a program,** justify why the organization should continue to receive USQ Community Benefits Fund Projects or other available funds, and how your program will continue to meet required goals. Please refer to the Scope of Work Sections that indicate renewed funding and correspond to the type of services currently being provided.
2. Please refer to the Scope of Work Section to tailor application responses to the correct services to be provided. For renewed funding please emphasize program improvements.
3. Please provide a brief history of the agency; list its goals, objectives, and accomplishments in the past year.
4. Describe the target Somerville population to be served.
5. Contrast your model with other local agencies or programs that serve this population. Describe how and with whom your agency will work (public and private agencies) to provide the proposed service.
6. Describe how you will measure and report progress on the program objectives. Identify quantitative and qualitative measures.

SECTION II.

FINANCIAL PLANNING PROJECTIONS

1. Submit the program budget form below. Line items specific to your agency's project can be added to the form. In addition, attach your agencies budget separately.

PROGRAM BUDGET FORM:

January 1, 2024 – December 31, 2024			
	<u>Grant Project Expenses</u>	<u>Program Funds</u>	<u>Matching Funds & Source</u>
Administrative			
Salary			
Fringe			
Other Program			
Administrative Expenses			
<i>Subtotal</i>			
Direct Services			
Staff Salary			
Fringe			
Rent			
Utilities			
Other (specify)			
<i>Subtotal</i>			
Total			

Average cost per client:

- Please describe, in narrative form, the specific use of funds requested. _____

1. Summarize your agency's three (3) year funding strategy and identify clearly how you propose to minimize dependence on the Job Creation and Retention Trust, City funds, and other available funds generated from development impact funding by including the sources of funding that your agency has applied for and/or received from 2021 through 2022. If you have a long-range plan for your agency (more than 3 years), please note this and include a summary.

SECTION III. AGENCY ORGANIZATIONAL INFORMATION (1 copy)

- Job descriptions or unit of service descriptions of all positions for which funding is requested, including salaries and qualifications
- Total agency operating budget
- Board of Directors & Affiliation: A list of names, addresses and affiliations for board members and a brief narrative of the Board's function
- Agency's Organizational Chart

SECTION IV. DOCUMENTS TO BE PROVIDED BY ALL PROPOSERS *(1 copy)*

- Authorization Vote of the Board: Vote of the Board of Directors authorizing submission of this proposal.
- Financial Policies and Procedures: Copy of Financial Policies and Procedures. Example can be provided upon request.

SECTION V. DOCUMENTS TO BE PROVIDED BY NEW PROPOSERS ONLY *(1 copy)*

- Articles of Organization and license where applicable.
- Agency's Affirmative Action Plan.


ATTACHMENT A

PROPOSERS' CHECKLIST

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

_____	Cover Page
_____	Program Description
_____	Program Impact Form
_____	Financial Planning Projections: Program Budget Form
_____	Agency Operating Budget
_____	Board of Directors & Affiliation
_____	Agency's Organizational Chart
_____	Jobs/ Unit of Service Descriptions
_____	Authorization Vote of the Board
_____	Financial Policies and Procedures
_____	Audit
_____	Articles of Organization and License(s) <i>(New Proposers only)</i>
_____	Agency's Affirmative Action Plan <i>(New Proposers only)</i>
_____	Acknowledgement of Addenda <i>(Applicable ONLY if an addendum is issued)</i>

ATTACHMENT C – Sample Grant Agreement

 City of Somerville: Standard Contract Form (Grant Services Agreement)				
CONTRACT NAME: FILL IN CONTRACT TITLE				
This Grant Agreement, numbered _____, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through the Mayor's Office of Strategic Planning and Community Development ("OSPCD"), with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City" or "Grantor") and the Grantee defined as follows, ("Grantee" or "Vendor"):				
Grantee Name:				
Grantee Address:				
Grantee Contact Name, Email, & Tel./Fax #:				
Contract Amount:	\$@@@@@			
Purchase Order #:	Purchase Order Amount:			
Contract Term:	##### through #####			
Term of Grant:	The term of this Grant Agreement shall commence on ##### and shall end on ##### ("Term"). The Grantee shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the Grantee.			
Grant Recitals:	WHEREAS, the City has entered into an agreement (the "Grant Agreement") with ***INSERT FUNDING SOURCE*** (the "Funding Source") to fund a portion of the cost of the Project with ***INSERT FUND TYPE*** funds; WHEREAS, Chapter 30B:1(a) states "This chapter shall apply to every contract for the procurement of supplies, services or real property and for disposing of supplies or real property by a governmental body as defined herein"; and WHEREAS, Chapter 30B:2 defines "services" as follows: "Services", the furnishing of labor, time, or effort by a contractor, not involving the furnishing of a specific end product other than reports. This term shall not include employment agreements, collective bargaining agreements, or grant agreements"; and WHEREAS, this Agreement meets the definition of "grant agreement" in Chapter 30B:2: namely, "an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or stimulation instead of procuring supplies or services for the benefit or use of the governmental body."			
Procurement Type:	Procurement Type:			
Contracting Department:	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Pick Dept.</td> <td style="width: 50%;">Project Manager:</td> </tr> </table>	Pick Dept.	Project Manager:	
Pick Dept.	Project Manager:			
Scope of Work (Goods / Services):	The Vendor shall provide the Goods and/or Services, as described within the attached Appendix A (Scope of Work) , made part hereof.			
Grant Amount Compensation:	The City agrees to pay the Vendor a total not to exceed \$@@@@@ for Goods and/or Services rendered and accepted in accordance with the Contract Documents. Rates, units, charges, and frequencies are specified in the attached Appendix B made part hereof.			
Funding Source:	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">(Select Funding Source)</td> <td style="width: 50%;">CFDA Numbers: (Select CFDA Number)</td> </tr> </table>	(Select Funding Source)	CFDA Numbers: (Select CFDA Number)	
(Select Funding Source)	CFDA Numbers: (Select CFDA Number)			
CDBG National Objectives:	(Select CDBG National Objective)			
Vendor Certifications:	Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions as set forth within the attached hereto, made part hereof. Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties. <div style="text-align: right;"> TIN: <input style="width: 100px;" type="text"/> DUNS Number: <input style="width: 100px;" type="text"/> </div> This Contract has been duly executed and delivered on behalf of the Vendor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.			
Applicable Wage Rates:	<table border="1" style="width: 100%;"> <tr> <td style="width: 33%;">(Select Wage Rates)</td> <td style="width: 33%;">Is Grantee a WBE/MBE?</td> <td style="width: 33%;">(Select if WMBE or N/A)</td> </tr> </table>	(Select Wage Rates)	Is Grantee a WBE/MBE?	(Select if WMBE or N/A)
(Select Wage Rates)	Is Grantee a WBE/MBE?	(Select if WMBE or N/A)		

Approved version 9-29-15

APPENDIX A

Scope of Work

Union Square Main Streets through the hiring of a Small Business Liaison (SBL) will provide support to existing and new small businesses in the Union Square neighborhood in navigating the regulatory processes for permits and licenses, negotiating leases, accessing capital, and developing business plans, among other relevant services. Cross promotion, education and outreach of all support services will be cross promoted in different languages with an equity lens that focuses on Women and Minority owned businesses in the Union Square neighborhood. The contractor will also provide support to small businesses planning for and implementing quality jobs best practices to increase worker retention and productivity.

Invoicing and Reporting Requirements:

Invoices must be submitted on a quarterly basis.

Individual Business Support \$8,375 per completed project

Individual Business Support:

- Each instance of business support must be submitted with a case study or report on each business served by the Small Business Liaison (SBL). These reports should include:
 - Intake information on the business, including the specific issues they are contacting the SBL for;
 - Activities, exercises, and meetings conducted towards solving the above issues;
 - Recommendations made to the business, if relevant;
 - Outcomes including but not limited to receiving permits or licenses, negotiating a lease, developing a business plan, etc.
 - Impact surveys or other feedback measurement device.
 - It is encouraged but not required that one small business support engagement focus on planning for or implementing job quality best practices.

Workshop or Event hosted by the SBL: \$1,500 per workshop or event:

- These events can be online, hybrid or in-person. Each invoice for workshops or events should be accompanied by back-up documentation including a piece of marketing material (flyer, Eventbrite, etc.), an agenda, and the number of businesses in attendance.
- All events should strive to provide information in multiple languages.
- At minimum, one of these events must be focused on quality jobs best practices.

Business support projects and events funded under this project should not be invoiced for under other City of Somerville grant contracts.

Invoicing and Reporting Requirements

Invoices must be submitted on a quarterly basis.

Not to exceed \$70,000

Activities, clients, and outcomes submitted to the City of Somerville under this contract cannot be submitted under other contracts with the City of Somerville.

Appendix B

Cost Details

Timetable for Advances of Grant Funds:

- ☐ **Service rate(s): Per Details Below**
- ☐ **Supply rate(s): Per Details Below**
- ☐ **Number of payments: Per Details Below**
- ☐ **Payment upon completion of deliverables: Per Details**
- ☐ **Fixed fee: Per Details Below**
- ☐ **Other: Per Details Below**

The Grantee 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 Grantee during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: grantee name, grantee remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

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 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. Release by the Grantee.

The acceptance by the Grantee of the last payment of services paid in the event of termination of this Agreement, shall serve to release the City from all claims and liability to the Grantee for everything done or furnished for or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except for those written claims submitted by the Grantee to the City with the last payment requisition; and except that such acceptance shall not release the City from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the City or its employees.

F. Rights and Remedies.

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

9. Insurance

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

10. Governing Law; Forum

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

11. Complete Agreement

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

12. Amendment

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

13. Conditions of Enforceability Against the City

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

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

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

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

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

14. Taxes

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

15. Independent Contractor

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

16. Assignment; Sub-Contract

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

17. Discrimination

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

18. Waiver

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

19. Severability

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

20. Notice

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City, addressed to Office of Strategic Planning and Community Development, 93 Highland Avenue, Somerville, MA 02143, or faxed to 617-625-0722 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, and available to the public under the Public Records Law. 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.

31. Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of any party to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of the Grant or any modification thereof. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the party shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. The language of this certification be included in any subgrants or contracts and all subrecipients shall certify and disclose accordingly.

32. Nondiscrimination

The Grantee shall ensure that no person on the ground of race, color, national origin, sex or disability is excluded from participation in, or denied the benefits of, or subjected to discrimination in any program or activity. The Grantee shall comply with HUD regulations entitled "nondiscrimination Based on Handicap in Federally Assisted Programs and HUD activities" 24 C.F.R. 8 *et seq.*

33. Compliance with Funding Source Regulations

(a) If this grant is funded with Emergency Shelter Program funds, the Grantee comply with regulations enacted pursuant to the Stewart B. McKinney Homeless Act at 24 CFR 576 *et seq.*, including without limitation, the obligation to provide matching funds equal to or greater than the amount of the Emergency Shelter Grant. The Grantee has agreed to provide 100% matching funds for this grant, unless otherwise specified. (b) If this grant is funded with Community Development Block (CDBG) grant funds, the Grantee shall comply with CDBG regulations at 24 CFR 570 *et seq.* including without limitation 24 CFR 570.503. The Grantee shall remit all program income balances (Including investments of program income) to the City at the end of the federal fiscal year (March 31st of each year) and at the end of the term of this Agreement. There shall be no program income in the possession of the Grantee following the expiration of this Agreement. (See also Appendix B for provision on reversion of CDBG funds used to acquire real property.)

(c) If this grant is funded with HOME Investment Partnership Act (the HOME Act) (Title II of the Cranston-Gonzalez National Affordable Housing Act) of 1990 (Pub. L. 101-625) grant funds, the Grantee shall comply with regulations issued pursuant thereto including but not limited to 24 CFR Part 92, and such directives and instructions as may be issued from time to time in connection therewith by the Department of Housing and Urban Development, and with all other Federal, state, and local laws applicable to its activities. (d) If this grant is funded with Community Preservation Act (CPA) funds, the Grantee shall comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. The Grantee shall also identify that the program was funded through the City of Somerville's Community Preservation Act program in its written materials about the program, including press releases, brochures, etc. Upon completion of the Project, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof. If the City determines that funds have been spent on purposes not included in the Grantee's application for CPA funds or otherwise not authorized by the Affordable Housing Trust Fund (Trust) or under the CPA, the Grantee shall be liable to repay these funds to the Trust. In the event this Grant Agreement is terminated pursuant to the provisions of Section 8 hereof, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Grantee, the Grantee shall be liable to repay to the Trust the entire amount of funding provided under this Agreement, and the Trust, acting by and through the Mayor's Office of Strategic Planning and Community Development of the City of Somerville, shall take such steps as are necessary, including legal action, to recover said funds. In the event the Trust is required to take legal action under this Grant Agreement, the Grantee shall be liable for all of the City's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs. All returned funds shall be deposited into the Trust's CPA Fund account and shall be made available for future grants to other recipients.