

City of Fitchburg, Massachusetts



PROCUREMENT IN BRIEF	
Solicitation Title	Fitchburg Downtown Coordinator
Solicitation Number	25-032-S
Project Address	718 Main Street
Contracting Department	Community Development & Planning Department
Solicitation Issue Date	September 30 th , 2024
Informational meeting/site visit Date and Time	N/A
Informational meeting/site visit Location	N/A
Due Date and Time	October 22 nd , 2024 @ 11:00 AM
Last day for questions	October 15 th , 2024
Point of Contact	All information with respect to this solicitation shall be directed to the Chief Procurement Officer, including questions, clarifications, or observations. Proposer shall not contact any City employee, agent, official, department, department head, or agent with regards to this solicitation. Doing so may lead to disqualification of the proposal.
Governing Procurement Law	c. 30B
Number of Copies Required	Submit one (1) signed original proposal package.
Assembly of Proposal	<u>Price proposal must be submitted in its own separate, sealed envelope.</u> Proposals shall be single-sided only, not bound in any way, or in a binder of any sort, or with multiple staples. A single staple in a corner will be accepted, if necessary. <i>Please help us reduce waste by following these guidelines!</i>
Opening of Proposals	This is not a public opening. Results will be posted on the City website following evaluations.
Length (Term) of Contract	
Justification to use RFP process	The City has determined that the RFP process for this procurement will be most advantageous because [insert reason here]
Members of Evaluating Committee	

Proposal package shall be delivered or mailed before the proposal deadline to:

City of Fitchburg
Purchasing Department
Attention: Chief Procurement Officer
718 Main Street, Suite 208
Fitchburg, MA 01420

REQUEST FOR PROPOSALS

CITY OF FITCHBURG
25-032-S Downtown Coordinator Services
MGL c. 30B, Project over \$50k, Request for Proposals

The City of Fitchburg invites sealed proposals for downtown coordinator services. Proposals will be received until October 22nd, 2024 at 11:00 AM at the office of the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA. This is not a public opening.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and any resulting contract will be strictly awarded in accordance with the requirements of the solicitation. The City reserves the right to reject any or all proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional proposals. The City reserves the right to waive all informalities not involving price, time, or changes in the specifications.

Specifications, Terms and Conditions and Forms may be obtained via the City's website at www.fitchburgma.gov/procurement. Complete sets of documents shall be used in preparing proposals; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents or for modifications to the documents including electronic conversion.

Mary A. Delaney
Chief Procurement Officer

Notice of RFP published in Goods and Services Bulletin (over \$100k), Sentinel and Enterprise, COMMBUYS and the official City website.

GENERAL INSTRUCTIONS

1. The City of Fitchburg may cancel this RFP, in whole or in part, or may reject all submittals, whenever such action is determined to be fiscally advantageous to the City of Fitchburg, or if it is otherwise in the best interest of the City.
2. The City of Fitchburg may request that supplementary information be furnished to assure the City of Fitchburg that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Proposers may correct, modify or withdraw the original submittals on or before the date and time stated in the legal advertisement. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the submittal will not be accepted. A proposer who wishes to withdraw a submittal must make a request in writing.
4. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her submittal.
5. Proposer's submittal to the City of Fitchburg will remain valid until execution of the contract. The successful submittal shall be attached thereto and become a part of the contract between the City of Fitchburg and the proposer.
6. All applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over these services shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full.
7. All costs involved in preparing the proposal submittal will be borne by the proposer; the City of Fitchburg will not be liable for any costs associated with the creation of the proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work.
8. Proposal submittals which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the City that there is sufficient ability and sufficient capital to enable the proposer to meet the requirements of these specifications. The City's decision or judgment on these matters shall be final, conclusive and binding.
9. Response to this solicitation acknowledges the proposer's acceptance of all sections and requirements of this document. If the proposer's submittal does not comply with the requirements of this solicitation, or if an item is not understood in any way, a copy of that section of the solicitation must then be included in the submittal and all its copies must clearly state the deviation, additions, or other comments.
10. Municipal employees and their family members are not allowed to have a financial interest in a contract with the City of Fitchburg if they are employed by the City. Municipal employees and family members are forbidden to solicit or accept gifts, gratuities, or favors from anyone seeking to conduct business with the City. Incidents of this nature will be reported to the appropriate authorities for investigation.
11. Certification must be signed, pursuant to Massachusetts General Laws Chapter 62C, Section 49A, regarding compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
12. Certification must be signed regarding non-collusion that the quote, bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person

DETAILED INSTRUCTIONS AND GUIDANCE

Price Proposal

Proposers must provide an estimated cost proposal under separate cover from the technical proposal. Fees should include all costs (including hourly billing rates of all staff and consultants assigned to the project) and expenses (copying, mileage, photographs, maps, etc.) to complete the Scope of Services defined in this RFP. The selected proposer will be required to submit invoices identifying hours, expenses and total cost by specific tasks for reimbursement through the project period. The final contract scope, price and fee will be negotiated with the highest ranked responder.

Informational Meeting

If scheduled, potential proposers are requested to attend an informational meeting. Attendance is not mandatory but strongly recommended.

Questions and Clarifications

1. Proposers shall promptly raise the issue of any ambiguity, inconsistency or error they discover upon examination of the proposal documents, the work site, or any other conditions which apply to the work.
2. Questions requiring clarification and other inquiries shall be submitted in writing to the Chief Procurement Officer only, prior to the due date and time. Should it be found necessary, a written addendum will be incorporated into the proposal and will become part of the contract.
 - a. Those who have received the proposal documents via the City's online solicitation portal (registered plan holders) will be notified of addenda. Proposer shall acknowledge all addenda. Failure to do so may be cause to reject the submittal as unresponsive.
 - b. Questions that may be asked during any pre-proposal meeting must be sent in writing in order to receive an official response.
3. All documents related to, and included with, this solicitation, are available on the City website, which should be the proposer's only resource for seeking documents. Complete sets of proposal documents shall be used in preparing proposals; City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents, documents provided by third parties, or for modifications to the documents not made by official addenda, including electronic conversion.
4. Oral communications are not binding on the City and only written responses by the City will be considered.

Basic Quality Requirements

1. Proposer may be asked to demonstrate experience on past work is comparable in type and complexity to the service, or work being proposed.
2. Proposer shall not presently be debarred from entering into a public contract in the Commonwealth of Massachusetts under any other applicable debarment provisions of any section of Massachusetts General Law, or any rule or regulation promulgated thereunder, including debarment under Worker's Compensation or Department of Revenue statutes.
3. Proposer shall not have any outstanding liabilities for wages, damages, interest, fines or penalties due to an employee or the Commonwealth of Massachusetts, or the City of Fitchburg.

Submittal Instructions

1. Proposers shall submit the technical (non-price) and price proposals separately.

2. Submit proposal response clearly marked on the outside with the name and address of the proposer, the solicitation number, and solicitation title, along with the due date and time. Submittal must be received per the time frame outlined in the legal advertisement.
3. Proposal shall be addressed and delivered to the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA 01420. City Hall is open from 8:30 am to 4:30 pm on weekdays.

SPECIAL INSTRUCTIONS FOR PROPOSAL PACKAGE DELIVERIES: If the proposal is to be dropped off in person, go to the Purchasing Office on the second floor. Leave ample time before the deadline time to deliver the proposal response. Proposals arriving late or left in any outside receptacle will be rejected and returned unopened.

4. Proposal response shall include all required forms and the price submittal form supplied by the City, and shall be signed as indicated. Any and all addenda shall be acknowledged with the proposal submittal. W-9 form must also be provided for proposers to be set up as potential vendors or contractors to the City.

Proposer's Representation

Proposers represent and warrant that they have visited and examined the solicitation and contract documents, that proposer is familiar with the conditions under which the work is to be performed, that proposer has correlated observations with requirements of the contract documents, and that where the contract documents require a given result to be produced, the contract documents are adequate and the proposer will produce required results within the proposal price and that the proposal is made in accordance therewith.

Exceptions

The City retains the sole discretion to consider exceptions to the proposal. No exception will be made that alters or detracts from the scope or specifications. The City's intent is to purchase precisely what is specified in the document.

Due Date and Proposal Opening

1. If, at the time of the originally scheduled due date/proposal opening, City Hall is closed due to inclement weather or any other unforeseeable event, the due date/proposal opening will be extended until 2:00 PM on the next normal business day, unless otherwise indicated by an addendum issued by the Chief Procurement Officer.
2. Technical (non-price) Proposals will be opened and recorded in the Office of the Chief Procurement Officer, 718 Main Street, Fitchburg, MA, unless stated otherwise in the proposal documents. This is not a public opening.
3. Price proposals will be opened by the Chief Procurement Officer following technical evaluation.

Late Responses

1. A late proposal is one that is delivered after the due date and time. If a proposal is late, it must be rejected as non-responsive, and as such will be returned unopened to the person submitting the proposal. Should a proposal be received via USPS/UPS/FedEx or any other courier service, it shall be refused upon attempted delivery. If mailed, it shall be returned unopened.

Evaluation and Award

2. The Chief Procurement Officer will assign an evaluation team to perform a full and complete evaluation of RFP submittals.
3. Proposals will be evaluated based directly upon responses to the mandatory and comparative evaluation criteria. The evaluation team will select the responsive and responsible proposal(s) submitting the most advantageous proposal, based on the criteria set forth in the comparative evaluation criteria, including but not limited to proposer's experience,

statement of objectives, methods, models, projected outcome, stability, and proposal price.

4. Proposals must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.
5. Comparative criteria will be evaluated by the use of the categories set forth by MGL c. 30B:
 - a. Highly Advantageous – Proposal meets all requirements and offers performance exceeding said requirements.
 - b. Advantageous – Proposal meets the stated requirements without risk or disadvantage.
 - c. Not Advantageous – Proposal is acceptable but contains some risk or disadvantage.
 - d. Unacceptable – Proposal fails to meet the standards of the stated requirements.
6. After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established and proposals will be ranked based upon finalized composite rating.
7. The Chief Procurement Officer will identify the most advantageous proposal based upon the rankings and an evaluation of the cost proposals received. The Chief Procurement Officer will award the contract based upon the most advantageous proposal received, considering evaluation rankings and cost proposals received.

Negotiating Changes to the Proposer's Plan

The City may negotiate revisions to the proposer's plan that the evaluator(s) identified during the evaluation phase of the process. The scope of these negotiations shall be limited to the plan. The RFP specifications, scope of services and contract terms are non-negotiable.

Award and Contract

1. In no case will the award be made beyond thirty (30) days unless the proposer agrees to extend the period of time in which the proposal submittal is valid.
2. Prior to award, the City will also conduct reference checks, which may include direct contact with provided references, database searches, independent reviews, and first-hand experience of the City where applicable.
3. The City may require a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a proposer's financial stability. The City shall make the request to the proposer and allow five (5) business days to comply.
4. The City reserves the right to award multiple contracts when so stated in the solicitation, and when it is in the best interest of the City.

Contract Execution

1. Proposers are expected to review the sample contract. Unless otherwise noted by the City, the terms and conditions contained therein are not negotiable.
2. Once the proposer has been identified as eligible for a contract, the CPO will draft the final contract. If a proposer asks to supply the contract, the CPO may choose whether to use the contract; however, if used it will be adapted to the City's format prior to distribution for signatures. The first signature on any contract shall be the proposer's signature.
3. A contract packet will be considered complete when returned from the proposer with all required documents, which may include insurance certificates, bonds, guarantee or warranty documents. If any component is missing, the CPO will notify the proposer.
4. In accordance with MGL c. 110G, §7 (the Massachusetts Uniform Electronic Transactions Act) the City may utilize electronic signatures at their own discretion, and said electronic signatures shall be legally binding.

Authority to Sign Contracts

1. The Mayor is the only person authorized to execute a contract on behalf of the City, per the City Charter. Service agreements, construction contracts, contracts for goods/services, real estate, lease or purchase of equipment, and any document containing terms and conditions, must be signed by the Mayor or will be considered non-binding.
2. The Mayor will not apply his signature to any contract without all prior authorized signatures being affixed, using the City's standard signature block.
3. Upon receiving the Mayor's signature, the contract is considered fully executed and ready for distribution. One fully executed copy is returned to the contractor.

Protests

Any vendor or contractor intending to protest an award is instructed to do so by submitting, in writing, specific contentions. All correspondence in this regard must be directed to the Chief Procurement Officer, who will confer with legal counsel and determine the basis for the protest. The City will respond in writing within ten (10) days of receipt of the protest.

Contract Term and Extensions or Renewals

The term of this contract shall be as indicated in the solicitation documents. There will be no extensions or renewals beyond what is specified as the maximum contract obligations within the solicitation documents.

CORI Policy

Massachusetts General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on contractors, subcontractors, or laborers commissioned to do work on certain municipal projects. Contractors shall comply with CORI policies by providing CORI forms for all employees to be working on site, when required by the City.

Appropriation of Funds

All contract obligations on behalf of the City are subject to prior appropriation to cover the full extent of the contract.

EVALUATION PROCESS

Submittal Requirements

Each interested qualified firm must submit its response addressing the objectives, scope and schedule described in this RFP. Responses must include, at a minimum, each of the following:

- Cover letter, including a profile introducing the firm, as well as the name, telephone number, and email address of the primary contact for the project.
- Identification of any principals, partners, or co-venturers participating in the project.
- General description of the firm/team's experience.
- Description, with examples, of the firm/team's experience in working with municipalities to [insert task here].
- A detailed work plan for the proposed work, including the firm/team's general approach, evidence of the firm/team's understanding of the goals and objectives of the project, and methodology/timeline for accomplishing the tasks as listed in this RFP.
- At least five (5) professional references, including name, title, agency, address, description of project, project cost, and telephone number and the email address for clients with similar projects completed within the last five years (including dates).
- Other pertinent information about the firm(s) that would aid the City in making a selection.

Comparative Criteria

Proposals which satisfy the minimum criteria will be further evaluated based on the criteria listed below. For each criterion, proposals will be rated Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable. Criteria to be used for comparative purposes are the following (order in which the following are listed does not indicate relative importance):

Implementation plan and methodology

Highly Advantageous – plan provides a logical and detailed plan to execute the scope of work

Advantageous – plan provides a credible plan to execute the scope of work

Not Advantageous – plan is not sufficiently detailed or does not fully address the needs of the city

Unacceptable – plan either not provided or insufficient to address the needs of the city

Project methodology and timeline

Highly Advantageous – plan of services shows a demonstrated understanding of the goal and proposes a detailed, logical, creative, and highly efficient scheme for producing a complete project and acceptable timeline

Advantageous – plan of services proposes a credible approach for producing a complete project in an efficient manner and shows an understanding of the project goal and acceptable timeline

Not Advantageous – plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to produce a complete project in an efficient manner, or does not provide an acceptable timeline

Unacceptable – plan of services does not show an understanding of the project goal or a method of achieving it

Depth of experience with managing and with similar projects

Highly Advantageous – proposal provides evidence that proposer is highly qualified and has successfully provided services similar to those being sought in this RFP, to more than three clients with characteristics similar to those of the City, and within the last 5 years

Advantageous – proposal provides evidence that proposer is qualified and has successfully provided services similar to those being sought in this RFP, to more than one client with characteristics similar to those of the City, and within the last 5 years

Not Advantageous – proposal provides evidence that proposer is minimally qualified or experienced, although they may have provided services similar to those being sought in this RFP

Unacceptable – proposal provides no evidence that proposer has directly or successfully provided those services to client(s) with characteristics and requirements similar to those of the City

Demonstrated ability and experience working with municipal organizations

Highly Advantageous – there is evidence that the proposer has worked successfully with more than two municipalities requiring outreach and collaboration with committees and other stakeholders within the last 5 years

Advantageous – there is evidence that the proposer has worked successfully with one or more municipalities requiring outreach and collaboration with a variety of committees and other stakeholders within the last 5 years.

Not Advantageous – there is evidence that the proposer has worked with organizations on similar projects, but not directly for municipalities

Unacceptable – there is no evidence that the Proposer has worked with municipalities

Public Engagement

Highly Advantageous - proposer has demonstrated effectiveness in facilitating public input utilizing a combination of modern public engagement methods including but not limited to use of electronic tools that document, aggregate, and share public input during the project, as well as traditional, face-to-face meetings and print materials

Advantageous – proposer has demonstrated effectiveness in facilitating public input through traditional, face-to-face meetings and using print materials and some experience with electronic tools for engagement

Not Advantageous – proposer has minimal experience at effective facilitation of public input

Unacceptable – proposer has not provided evidence to support the appropriate community engagement

Staffing plan and qualifications

Highly Advantageous – proposed staffing level is sufficient to undertake the work in a highly efficient manner and project team has demonstrated expertise to undertake all elements of the project in a professional, effective and creative manner

Advantageous – proposed staffing level is sufficient to undertake the work in an efficient manner and project team has demonstrated expertise to handle all elements of the project scope in a professional, effective manner

Not Advantageous – proposed staffing level is sufficient and project team has demonstrated expertise to handle many elements of the project scope in a professional, effective manner

Unacceptable – proposed staffing level appears insufficient to undertake the work or proposal does not demonstrate that the project team has the expertise to handle all elements of the project

Strength of client references

Highly Advantageous – references rate proposer's services as being excellent or above average

Advantageous – references rate proposer's services above average or satisfactory

Not Advantageous – not all references consider proposer's services satisfactory or better

Unacceptable – generally unfavorable references received from clients

Demonstrated ability to meet project budget and project schedule

Highly Advantageous – references indicate that projects were completed within budget and on schedule

Advantageous - references indicate that projects were completed within budget and within schedule with minimal, insignificant cost impacts or delays not directly attributable to the proposer

Not Advantageous - references indicate that projects were completed within budget and within schedule with minimal cost impacts or minimal delays but these were somewhat attributable to the proposer

Unacceptable – references indicate projects not completed within budget or with substantial delays directly attributable to the proposer

PRESENTATIONS AND INTERVIEWS

Following a review of the proposals that are timely and otherwise properly submitted, the City of Fitchburg may choose to conduct interviews with selected proposers. The purpose of any interview will be to clarify proposals and evaluate the qualities, expertise and concepts of the proposer, and the interview will be used as additional criteria to determine final ranking.

Highly Advantageous – creative, clear, and well-organized presentation which clearly and completely demonstrates capability of the proposer and proposed approach

Advantageous – clear and well-organized presentation which successfully demonstrates capability of the proposer and proposed approach

Not Advantageous – presentation is somewhat confusing or unclear and does not effectively communicate capability of the proposer and proposed approach

Unacceptable – presentation is declined, or is poorly communicated or lacks clarity and effectiveness

The City may also evaluate the proposals based on the information provided in the proposer's submission, interviews, references, any additional information publicly available, and from other verifiable sources.

SCOPE OF SERVICES/PROJECT DESCRIPTION

The City of Fitchburg seeks an Independent Contractor to perform Downtown Coordinator services for the period of September 1, 2024 – through June 30, 2025. The City retains sole option to renew annually for up to five years for each fiscal year, (July 1- June 30th). Year one will not exceed \$40,000. The Coordinator should expect to maintain a varied schedule, devoting the appropriate number of hours to the duties described in this scope. While the work is estimated to be no more than 20 hours per week on average, it will fluctuate depending on events and meeting goals.

The Downtown Coordinator should be an energetic, results-oriented professional who, like members of the Fitchburg Community, will be enthusiastic about the future of Downtown Fitchburg. Coordinator must be able to honor and work with the rich history and unique attributes of Fitchburg's downtown and have the passion and optimism to market downtown Fitchburg to the local community and region.

The Downtown Coordinator has two primary roles; to provide technical assistance to small microenterprise businesses, and to coordinate, market, and manage downtown events. The City has two funding sources for these service, one of which is limited to assisting microenterprise businesses. The selected contractor must track their activities and bill accordingly. The Downtown Coordinator is also expected to participate in the process of creating a new Downtown Management Organization. This process is expected to begin in the fall of 2024.

Services Required:

Identify and document all businesses that qualify as microenterprises in the downtown area for CDBG reporting. Actively track performance metrics and outcomes, and submit monthly and quarterly reports to the City in compliance with grant funding requirements.

Provide direct technical assistance to microenterprise businesses including, but not limited to, marketing & promotion advising, tutorials on using social media platforms, branding and design assistance, referrals to additional resources such as business planning, financing for expansions, etc.

Act as direct liaison to downtown businesses related to events, promotions, and communications.

Deploy and promote the District's identity and brand.

Plan, promote and coordinate downtown events that provide a business benefit to downtown microenterprises, specifically place-making events that would bring consumers to downtown. Examples of such events include: First Thursdays, Dining Week, downtown sale events, pop up markets, coffee crawls, etc.

Identify and create opportunities for local businesses to participate in and lead downtown events.

Work with businesses and stakeholders to assist with the development of a Downtown Management Organization.

Work with stakeholders in the planning and implementation of a downtown cultural district.

Manage the Mill St. public plaza and stage, including managing bookings, encouraging public programming and pop up markets.

Submit monthly invoices itemizing hours devoted to each task by funding source along with monthly activity reports.

Minimum Requirements:

- Expertise in marketing and promotion, event planning and management, basic graphic design, social media platform expertise, collaboration, and project management. Demonstrated experience in one or more of the following areas: marketing & communications, journalism, events planning and management, supporting an arts/culture project or organization.
- Experience in volunteer recruitment and management.
- Must be able to work with and alongside various partners, including City staff, and work collaboratively with members of the downtown Partnership, city officials, representatives, volunteers, stakeholders, and residents.
- Demonstrated project management and organizational skills to ensure all projects and events are delivered on time, within scope, and on budget.
- Strong interpersonal skills to work effectively with the public, the City and its partners.
- Demonstrated organizational, writing, public speaking and meeting facilitation skills.
- Demonstrated technology skills and proficiency in social media management, website management and data collection and management.
- Fluency in Spanish is desirable and will be positively weighted in the RFP evaluation process.



CITY OF FITCHBURG
CONTRACT BETWEEN CITY AND CONTRACTOR
(MA GENERAL LAW c. 30B Services)

CONTRACT NO.

CONTRACT TITLE:

CONTRACTING DEPARTMENT:

THIS CONTRACT is made this ___ day of **[insert date]**, by and between **[insert Vendor name]** with a usual place of business at **[insert Vendor legal address]** (hereinafter called the Vendor), and the City of Fitchburg, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Mayor, (hereinafter referred to as the City).

WITNESSETH that the Vendor and the City of Fitchburg, for the consideration hereinafter named, agree as follows:

In all respects, this Contract shall be governed by and performed consistently with all laws of the Commonwealth of Massachusetts for public contracts including but not limited to Massachusetts General Law c. 30B. The provisions of the Massachusetts General Laws regarding public contracts shall take precedence over any and all other Contract provisions or documents. Any conflicts among provisions and/or between documents shall be resolved and/or interpreted according to the Massachusetts General Laws (MGL). The Vendor warrants that it is familiar with and agrees to abide by all laws of the Commonwealth of Massachusetts.

ARTICLE 1. CONTRACT DOCUMENTS

- a) The City and the Vendor agree that the Vendor's bid, including any related documents, prices, deliverables, or services promised, and the City's Invitation for Bid, including any purchase description, specifications, submission requirements, scope of work, and any other related documents are all incorporated and made part of this Contract as if written herein. These documents form the entire Contract between the parties and there are no other Contracts between the parties.
- b) This Contract is only binding upon, and enforceable against the City if the Contract is:
 - i. Signed by the Mayor;
 - ii. Signed by the City Auditor as to appropriation or availability of funds;
 - iii. Endorsed with approval of the City Solicitor as to form and legality;
 - iv. Signed by the Chief Procurement Officer as to compliance with procurement statutes.

ARTICLE 2. SCOPE OF THE WORK

Vendor shall furnish and include all labor, tools, materials, supplies, and equipment required by the Contract documents and necessary to fulfill Contract. The Vendor agrees to meet or exceed all requirements of this Contract and the Contract documents.

ARTICLE 3. TERM OF CONTRACT

This Contract shall be for a term of **[insert time period]**, commencing on **[insert date]** and ending on **[insert date]**, and is subject to annual appropriation. This Contract shall not be renewed or extended unless provisions for renewal or extension were contained in the Procurement Documents, in which event the Contract may be extended or renewed at the sole option of the City, and upon the terms described therein.

[insert renewals here, if applicable] Potential contract renewal for a term of **[insert time period]**, commencing on **[insert date]** and ending on **[insert date]**. **(repeat this section as needed)**

The maximum term of this Contract is **[insert term]**. Time is of the essence for the completion of the Contract.

ARTICLE 4. CONTRACT SUM

The City shall pay the Vendor for the performance of this Contract a sum NOT TO EXCEED **[insert price in numbers]**, including all labor and materials, and based upon unit prices on bid form.

The signature of the City Auditor at the time of execution of this Contract certifies that sufficient appropriations exist and shall be encumbered to fund the Contract price. This Contract is subject to appropriation and shall be made only for supplies and materials covered by this Contract.

ARTICLE 5. EMPLOY COMPETENT PEOPLE

The Vendor shall employ only competent people to do the work. Whenever the City shall notify the Vendor in writing that any person under the Vendor's employ is, in the City's opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Contract, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the City.

ARTICLE 6. DEBARMENT

Vendor certifies under the pains and penalties of perjury that it, its agents, and employees are not presently debarred from entering into a public Contract in the Commonwealth of Massachusetts under the provision of MGL c. 29, §29F, or any other applicable debarment provisions of any other Chapter of MGL or any rule or regulation promulgated thereunder.

ARTICLE 7. SALES TAX EXEMPTION

The City is exempt from federal excise, state and local taxes, and from Massachusetts sales and use tax. The City's tax exempt number is 046-001-388.

Materials, equipment, and supplies, as well as rental charges for vehicles, equipment, and machinery rented exclusively for use on the site or for transportation of materials for the work are entitled to exemption from sales taxes in accordance with MGL c. 64H, §6(d). The Vendor shall take all action required to obtain the benefit of said sales tax exemption.

ARTICLE 8. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, unused, of recent manufacture, and used in accordance with best practices. All workmanship shall be first class.

ARTICLE 9. OBLIGATIONS AND LIABILITY OF VENDOR

- a) The Vendor shall do all the work and furnish all the materials, tools and appliances, except as otherwise specified and all items necessary for proper performance and completion of the work required by this Contract, in the manner and within the time specified herein. The Vendor shall complete the entire work to the satisfaction of the City, and in accordance with the specifications, at the prices agreed upon. All work, labor and materials to be furnished under this Contract shall be furnished strictly pursuant to, and in conformance with the specifications, and the instructions of the City's designee as given from time to time during the progress of the work, under the terms of this Contract.
- b) The Vendor shall coordinate operations and avoid interference with the operations of any other vendors or contractors who may be employed on other work of the City and shall cooperate in the arrangements for storage of materials.
- c) The Vendor shall conduct work so as to interfere as little as possible with private business and public travel. Vendor shall, wherever necessary or required, take such precautions as may be necessary to protect life and property and shall be liable for all damages occasioned in any way by their act or neglect, or that of their agents, employees or workers.

ARTICLE 10. CITY TO MANAGE CONTRACT

- a) The City's designee shall in all cases determine the amount, quality, acceptability and fitness of the supplies or materials which are to be paid for under this Contract and shall in all cases decide every question of fact which may arise relative to fulfillment of this Contract on the part of the City and on the part of the Vendor. The City's decision shall be final and conclusive upon both parties to this Contract.
- b) The City's designee shall make all necessary explanations as to the meaning and intention of the specifications, and shall give all necessary orders and directions.

ARTICLE 11. DISCREPANCIES, ERRORS, AND OMISSIONS

- a) Vendor shall carefully examine the Contract documents and compare all specifications, directions of the City, and any other information provided, and shall at once report to the City any questions, comments, errors, inconsistencies, or omissions.
- b) Should any discrepancy appear or any misunderstanding arise as to the significance of any part of the specifications, the interpretation and decision of the City's designee shall be final and binding on both parties to this Contract.
- c) Any correction of errors or omissions in specifications may be made by the City's designee when such correction is necessary for the proper fulfillment of the Contract. Where said correction of errors or omissions adds to the amount of work to be done by the Vendor, compensation for said additional work shall be made under a written Change Order.
- d) The fact that specific mention of any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is usually and customarily required to fully complete such work as is specified herein, will not entitle the Vendor to consideration in the matter of any claim for extra compensation.

ARTICLE 12. PROGRESS SCHEDULE

- a) Time of completion/fulfillment shall be in accordance with the terms of this Contract unless and except as any part may be delayed under the provisions of this Contract.
- b) Should the Vendor require additional time to meet Contract requirements, the Vendor shall document the reasons and submit a written request for extension of time.
- c) If, in the opinion of the City, the Vendor fails to meet time requirements of the Contract, the City may issue written notice to that effect, or may give the Vendor a notice of failure and a designated time period to cure said failure. Should the Vendor fail to cure, the may exercise its right to deem the Contract terminated.
- d) No extension of time will be allowed for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the Vendor from the requirements of this Contract. If delays are caused by acts of God, acts of Government or State, strikes, extra work, floods or other contingencies clearly beyond the control or responsibility of the Vendor, the Vendor shall be entitled to as much additional time to perform and complete this Contract as the City shall certify in writing to be equitable.

ARTICLE 13. AMENDMENTS

No officer, official, agent, or employee of the City shall have the authority to amend, modify or alter this Contract or waive any of its provisions or to bind the City by making any promise or representation not contained herein except by amendment, in writing, executed in the same manner as this Contract is executed. The Vendor may not rely on any conduct, statements, action, inaction or courses of conduct of the employees or officers of the other party as having changed, modified, or amended this Contract. The City shall not be construed as waiving a provision unless the waiver is executed in writing as an amendment to the Contract. No waiver by the City of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 14. CHANGE ORDERS

Changes to the Contract require a written change order, signed by all parties to the Contract. The Chief Procurement Officer may, by written change order, signed by all parties to the original Contract, make an equitable adjustment in the Contract price if alterations to the project require an increase or decrease to the cost of the project. Changes to the scope of work or project cost which are not confirmed with a written and fully executed Change Order will not be honored and will result in non-payment for such services or work performed.

ARTICLE 15. QUANTITY

The City may increase the quantity of supplies or services or both specified in this Contract provided:

- a) the unit prices remain the same or less;
- b) the Chief Procurement Officer has specified in writing that an increase is necessary to fulfill the needs of the City and is more economical and practical than awarding an additional Contract;
- c) the City and Vendor agree to the increase in writing;
- d) the increase does not exceed twenty-five percent (25%) with the only exceptions being Contracts for gasoline, special fuel, fuel oil, road salt or other ice and snow control materials which are not subject to this limit; and
- e) the City, with the agreement of the Vendor, may reduce the unit price for supplies or services or both specified in a Contract to be paid by the City at any time during the term of the Contract or when an option to renew, extend or purchase is exercised.

ARTICLE 16. QUALITY

- a) Pursuant to MGL c. 30B, an item shall be considered equal to the item so named or described if, in the opinion of the City: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being Contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the Project specifications.

ARTICLE 17. DEFECTIVE WORK

- a) The inspection of work shall not relieve the Vendor of any of obligations to fulfill the Contract as prescribed. Any defective work shall be made good and unsuitable materials shall be rejected and replaced, even though such work and materials may have been previously overlooked by the City's designee and accepted for payment.
- b) If the work or any part thereof shall be found defective any time before the final acceptance of the whole work, the Vendor shall immediately make good such defect, in a manner satisfactory to the City. If any material brought to the site for use in the work or selected for the same, shall be condemned by the City as unsuitable or not in conformance with the specifications, the Vendor shall immediately remove such materials from the vicinity of the work. Any material furnished by the City which is damaged or rendered defective by the handling or improper installation by the Vendor, their agents or employees, shall be made good and replaced at the Vendor's expense.

ARTICLE 18. ABANDONMENT OF WORK

Vendor agrees that abandonment or delay of work or services shall be a violation of this Contract. The City may, by whatever legal remedies are available to it, complete or cause to be completed, the work or provision of services and the Vendor shall bear full responsibility for the entire cost of completing the terms of the Contract, and agrees to be liable to the City for any losses, damages, costs and expenses sustained or incurred by the City by reason of any of the foregoing causes.

ARTICLE 19. FAILURE TO COMPLETE WORK ON TIME

The contract work shall be performed on or before the date stated in the specifications for completion or the date to which the time of completion shall have been extended under the provisions of this Contract.

ARTICLE 20. NON-PERFORMANCE

In the case of any default on the part of the Vendor with respect to any of the terms of this Contract, the City shall give written notice thereof, and if said default is not made good within such time as the City shall specify in writing, the City shall notify

the Vendor in writing that there has been a breach of the Contract and thereafter the City shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the City shall determine, and the Vendor shall pay for the completion of such work and reimburse the City for all expenses incurred by reason of said breach. The Vendor in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the Vendor shall be determined by the City and certified to the Vendor. The City shall be reimbursed by the Vendor for the cost of additional services required by the City in the case of a breach.

ARTICLE 21. TERMINATION

- a) The City may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults occur and are not cured after giving notice to the Vendor:
 - 1) The Vendor refuses or fails, except where extensions are provided by the City in writing, to supply the materials or services to meet the obligations of this Contract;
 - 2) The Vendor has sublet or assigned any or all of the work without prior written consent of the City, except as permitted in this Contract;
 - 3) The Vendor has failed to comply with laws;
 - 4) The Vendor has breached any material provision of this Contract.
- b) The City may terminate this Contract for convenience if the Vendor is not in default by giving notice specifying date of termination.

ARTICLE 22. PAYMENT TERMS

- a) Within five (5) calendar days of the end of each month, the Vendor shall provide an itemized request for payment for work completed to date. Upon receipt of request for payment, the City shall, except as hereinafter provided, make an estimate in writing of the total amount of the work done, and the amount earned by the Vendor.
- b) If for any reason the City makes a payment under this Contract in error, the City may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- c) The City is not responsible for payment of invoices sent to an address other than specified in this Contract.

ARTICLE 23. CONTRACT CONDITIONS SPECIFICALLY REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 24. EXAMINATION OF WORK

- a) Performance evaluation is a component of the City's Contract management protocol. Evaluation will be conducted by City personnel and/or the City's representative(s) using direct monitoring, indirect monitoring, survey, interview or milestone reviews.
- b) Evaluations may include written reports and other documents regarding Vendor performance, and any written Vendor responses or documents. All evaluation material and supporting documentation will be maintained in the Vendor's file, and will be considered as a "public record." The evaluation shall be part of the record that the City is required to review, and may be considered in determining future Contract eligibility.
- c) The opinions of the City are not statements of fact, and the Vendor shall not institute suit based on statements of opinion made by the City or its employees, officers or representatives.

- d) The City shall be furnished with every reasonable facility for determining that the work is being performed in accordance with the requirements and intention of this Contract, even to the extent of uncovering or taking down portions of finished work.
- e) Should the work examined prove unsatisfactory, making good shall be at the expense of the Vendor.
- f) At any time during normal business hours, and as often as the City may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

ARTICLE 25. INSURANCE

The Vendor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the City in connection with any operations included in this Contract, and shall have the City as an additional insured on the policies.

- 1) General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability.
- 2) Automobile liability coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 3) Contractors shall provide Worker's Compensation coverage within the statutory limits and in accordance with MGL c. 149 §34A.
- 4) Vendor shall provide any such other types of insurance as may be additionally required as part of this Contract.
- 5) Companies providing insurance coverage must be licensed to transact business in the Commonwealth of Massachusetts.
- 6) The Vendor shall furnish Certificates of Insurance prior to commencement of this Contract.
- 7) Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- 8) The Certificate of Insurance shall be provided to the City in accordance with terms stated. Certificates shall display each type of insurance, insurance company, policy number, amount of insurance and policy effective and expiration dates, and the NA/C number assigned to the insurance company. The Certificate holder shall be listed as The Chief Procurement Officer, City of Fitchburg and shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed, or renewal refused until at least thirty days prior written notice has been provided to the Certificate Holder.
- 9) The City of Fitchburg, its employees, agents and representatives shall be named as additional insured with respect to all coverage, except for Workers Compensation.

ARTICLE 26. GUARANTEE

- a) Except as otherwise specified, all work shall be guaranteed by the Vendor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the City are rendered necessary as a result of the use of materials, equipment or workmanship which are

inferior, defective or not in accordance with the terms of the Contract, the Vendor shall, promptly upon receipt of notice from the City and at its own expense:

- 1) make goods and services conform to this Contract;
- 2) make good all damage to the City, or equipment or contents thereof, which, in the opinion of the City, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
- 3) make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 27. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Contract will be rendered by the Vendor as an independent Contractor. None of the terms of this Contract shall create a principle-agent, master-servant or employer-employee relationship between the City and the Vendor.

ARTICLE 28. SEVERABILITY

If a court declares one or more of the provisions of this Contract invalid, the validity of the remaining provision of this Contract shall not be affected thereby.

ARTICLE 29. DISCRIMINATION

In the performance of this Contract, the Vendor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Vendor shall comply with provisions of MGL c. 151B and all other applicable anti-discrimination and equal opportunity laws.

ARTICLE 30. CONFLICT OF INTEREST

By execution of this Contract with the City, the Vendor acknowledges that the City is a municipality for the purposes of MGL c. 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the Vendor based on said statute. Municipal employees and their family members are not allowed to have a financial interest in a Contract with the City they are employed by. Municipal employees and their family members are also forbidden to solicit or accept gifts, gratuities, or favors from anyone looking to conduct business with the City of Fitchburg. Incidents of this nature will be reported to the appropriate authorities for investigation.

ARTICLE 31. CONFIDENTIALITY

- a) For all Contracts involving the Vendor's access to personal information as defined in MGL c. 93H, and personal data, as defined in MGL c. 66A, or access to systems containing such information or data, the Vendor certifies to protect any and all information and data.
- b) The Vendor shall also protect the physical security and restrict any access to personal or other City data in the Vendor's possession or used by the Vendor in the performance of this Contract, which shall include, but is not limited to the City's public records, employee records, document, digital and electronic files, software, equipment, or systems.

ARTICLE 32. INDEMNIFICATION

To the fullest extent permissible by law, the Vendor hereby agrees to indemnify, defend, and save harmless the City of Fitchburg and all of the City's officers, agents and employees from and against all damages, liabilities, actions, suits, proceedings, demands, losses, costs and expenses (including reasonable attorneys' fees) and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the City or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Vendor, Subcontractors and its and their agents or employees in the performance of the work covered by this Contract and/or failure to comply with terms and conditions of this Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Contract. The existence of insurance

shall in no way limit the scope of this indemnification. This agreement shall not waive or abrogate the application of MGL c. 258, as the same may be amended from time to time.

ARTICLE 33. MISCELLANEOUS PROVISIONS

- a) This Contract shall be binding upon the City and the Vendor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the City and the Vendor. Neither the City nor the Vendor shall assign, sublet or transfer any interest in this Contract without the prior written consent of each other, and such consent shall not be unreasonably withheld.
- b) No public official, employee, or agent of the City shall have any personal liability for the obligations of the City set forth in this Contract.

ARTICLE 34. CONSENT TO VENUE

The Vendor agrees that it shall commence and litigate all actions or proceedings arising in connection with this Contract exclusively in the Fitchburg District Court or in the Worcester Superior Court, both of which are located in the County of Worcester, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the Vendor commencing or prosecuting any litigation against the City, with respect to or arising out of this Contract, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Contract hereby waive their rights to a jury trial.

ARTICLE 35. NOTICE

Notices to the Vendor shall be deemed given when delivered to the Vendor's field office on site, or when delivered by United States Postal Service to the Vendor's address specified in the Contract, or when delivered by courier to either location.

All notices under this Contract shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA 01420.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

FOR THE CONTRACTOR

FOR THE CITY OF FITCHBURG

Signature
Printed Name:

Samantha M. Squallia
Mayor

FOR THE CONTRACTING DEPARTMENT:

SUFFICIENT AS TO LEGAL FORM:

[insert department head name]
[insert title]

Lisa L. Mead
City Solicitor

Mary A. Delaney
Chief Procurement Officer who certifies, that to the best of their belief and knowledge, the Contract was, procured pursuant to the procurement laws of the Commonwealth of Massachusetts to the extent such laws apply.

Jacquelyn Cronin
City Auditor who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this Contract.

Account number: _____

Appropriation: _____

FORM FOR PROPOSAL PRICING

CITY OF FITCHBURG

MGL c. 30B SERVICES FORM FOR PROPOSAL PRICING

[insert contract number and title]

***THIS FORM SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE
AND NOT INCLUDED WITH THE TECHNICAL PROPOSAL***

To the City of Fitchburg:

- A. Undersigned proposes to furnish labor and/or materials required in accordance with the specifications and for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.
- B. This price proposal includes addenda numbered _____

[insert pricing table here]

Undersigned agrees that, if awarded, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this proposal.

(Name of Proposer)

(Name of Person Signing Proposal and Title)

(Business Address)

(City and State)

(Email address)

(Federal UEI number, if applicable)

REQUIRED FORMS AND CERTIFICATIONS

CERTIFICATION OF NON-COLLUSION AND GOOD FAITH

The Contractor certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPANY NAME

DATE

BY: SIGNATURE AND TITLE

PRINT NAME

STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws c. 62C, Section 49A, I certify under the penalties of perjury that to the best of my knowledge and belief, the bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

COMPANY NAME

FEDERAL TAX ID NUMBER

BY: SIGNATURE AND TITLE

PRINT NAME

Your social security or tax identification number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

FORMS FROM THIS SECTION MUST BE COMPLETE AND INCLUDED WITH YOUR BID
DO NOT RETURN SPECIFICATIONS SECTIONS OF THE SOLICITATION

CERTIFICATE OF AUTHORITY/CORPORATE VOTE OF AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)

held on _____, 20____ Directors were present or waived notice, it was voted that

_____, _____ be and is hereby authorized
(Officer Name) (Title)

to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name on its behalf of such Officer under seal of the company shall be valid and binding upon this company.

(Corporate Seal) A true copy of the record,

ATTEST: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)

that _____ is the duly elected _____
(Officer Name) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: _____

Printed Name: _____

Date: _____

*The company's Corporate Vote may be substituted for the Certificate of Authority.

CERTIFICATIONS

CORI COMPLIANCE: Contractors to the City of Fitchburg required by law to perform CORI checks, are further required by the City of Fitchburg to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. The undersigned certifies under penalties of perjury that said undersigned employs CORI related policies, practices and standards that are consistent with the provisions of the Commonwealth's CORI Policies.

Contractor agrees that for certain municipal projects, the City or School Department may require their own CORI compliance check prior to the start of work.

FOREIGN CORPORATION: Undersigned certifies under penalties of perjury that said undersigned is not a foreign corporation; or, if the undersigned is a foreign corporation, they have provided, with this submittal, a Certificate from the Secretary of State stating that such corporation has been given the authority to transact business in the Commonwealth.

DEBARMENT: Undersigned certifies under penalties of perjury that said undersigned is not presently debarred from doing public work in the Commonwealth of Massachusetts, under any applicable debarment provisions of any Chapter of the General Laws, or any Rule or Regulation.

COMPLIANCE: Bidder has carefully examined the work described herein; has become thoroughly familiar with local conditions and the character and extent of the work; has carefully examined the drawings, project manual, specifications, contract documents, bid form and all addenda which are a part of this proposal, and thoroughly understands their stipulations, requirements, and provisions; and the Bidder will contract, in the form of contract required, to provide all necessary and proper machinery, equipment, facilities, and means to do all the work and furnish all the materials necessary and proper to carry out such contract in the manner and on the conditions set forth therein in accordance with the contract; and to perform or observe all other contract requirements thereby.

ELECTRONIC SIGNATURES: Bidder acknowledges consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. Bidder is not required to receive notices and disclosures or sign documents electronically and may request to receive paper copies and withdraw consent at any time.

BY: SIGNATURE AND TITLE

PRINT NAME

PROPOSER'S REFERENCE FORM

Bidder's number of years in business _____ Dates in business _____ to _____

Bidder must provide five (5) business references for projects performed and completed within the past five (5) years (attach additional pages if necessary).

(1) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(2) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(3) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(4) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(5) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

References will be contacted to confirm the bidder's skills, abilities and qualifications to faithfully perform the work as specified.

FORMS FROM THIS SECTION MUST BE COMPLETE AND INCLUDED WITH YOUR BID

DO NOT RETURN SPECIFICATIONS SECTIONS OF THE SOLICITATION

PROPOSER'S CHECKLIST

<p>The following components of your bid are necessary for consideration of your bid package. This checklist is provided to assist you in meeting the minimum requirements.</p>	
Place a check mark (✓) beside each of the components and place in your bid package	✓
Reviewed and Understand the Specifications?	
Reviewed and Understand Contract Terms and Conditions?	
Addenda Acknowledged?	
Pricing Sheet in separate sealed envelope	
Certification of Non-Collusion and Good Faith	
Statement of Tax Compliance	
Certificate of Authority/Corporate Vote	
Certifications	
Proposer's Reference Form	
W-9 Form Completed and Included	
<p><i>Don't forget to place all required documents and forms in a sealed envelope, and label properly!</i></p>	

FORMS FROM THIS SECTION MUST BE COMPLETE AND INCLUDED WITH YOUR BID
DO NOT RETURN SPECIFICATIONS SECTIONS OF THE SOLICITATION