



City of Somerville: Standard Contract Form (Renewal)

CONTRACT NAME: Residential Property Rodent Control Program

RENEWAL YEAR 03

WHEREAS, B & B Pest Control II, Inc. d/b/a B & B Pest Control (hereinafter "Vendor") was awarded a contract for Residential Property Rodent Control Program numbered 210092 with an effective date of 10/1/2022 with two (2), one-year option(s) to renew.

WHEREAS, the City followed the applicable procurement requirements as noted below in "Procurement Type" and the contract was procured with an option to renew clause giving the Chief Procurement Officer the sole discretion to renew the Contract; and, WHEREAS, the Chief Procurement Officer has been asked to renew this contract by the end-user department and has made a reasonable investigation and written determination that renewing the contract for the Renewal Year first noted above is in the best interest of the City.

NOW THEREFORE: The City and the Vendor for and in consideration of the promises and the mutual obligations herein contained and other valuable consideration; the receipt and sufficiency of which is acknowledged do hereby covenant and agree as follows:

Vendor Name:	B & B Pest Control II, Inc. d/b/a B & B Pest Control		
Vendor Address	27 Western Avenue, Suite 115, Lynn, MA 01904		
Vendor Contact Name, Email, & Tel./Fax #s	John Bozarjian Jr.	john@bbpest.com	
	(781) 599-4317 781-838-1451		
Contract Amount:	\$	59,000.00	
Purchase Order #:	20233654		
Renewal Contract Term:	10/1/2022	through	9/30/2023
Term (Renewal Contract):	The term of this Contract shall commence on 10/1/2022 and shall end on 9/30/2023 ("Term"). The Vendor 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 Vendor.		
Procurement Type:	Invitation for Bids under MGL c. 30B, s. 5, (IFB #21-17)		
Contracting Department:	Inspectional Service:	Project Manager:	Nicholas Antanavica
1)	The Vendor reaffirms and agrees to all obligations and representations in the original contract (see contract number first stated above), including but not limited to: the Scope of Services, Proposal Page, Insurance, etc., attached as Appendix A, all made part hereof.		
2)	The Vendor agrees that the prices for services/supplies shall be in accordance with the price proposal for the optional Renewal Year, first stated above, according to the cost details in Appendix B.		

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 terms as set forth herein. Vendor certifies it 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.

Supplemental Conditions will apply if checked.

The Vendor certifies that its Federal tax identification number as reported to the IRS is: **84-4083303**

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.

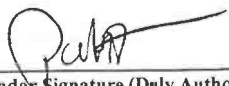
This Page Left Intentionally Blank

- ✓ Certificate of Authority
- ✓ Evidence of Insurance
- ✓ Bid Package Documents
- ✓ Somerville Living Wage Ordinance Form
- ✓ Certificate of Good Standing

- Sole Source Declaration
- Statement of Management
- ✓ Vulnerable Road Users Ordinance
- Campaign Contribution Disclosure Form

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on
 this, the 10th day of November, 2022





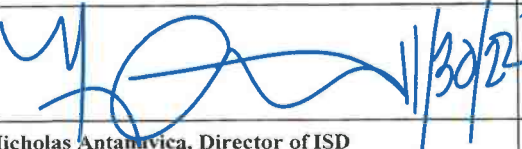
VENDOR

x  Vendor Signature (Duly Authorized):	Date Signed: 11/11/2022
	Print Title: OWNER
	Print Name: Patrick Rozarjian

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$59,000.00 and that an unencumbered balance of \$59,000.00 is available for the current fiscal year of this contract. I further certify that a sum of \$59,000.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

x  Edward Bean, City Auditor <i>Colleen Tam Deputy</i>	x  Katjana Ballantyne, Mayor
x  Angela M. Allen, Chief Procurement Officer	x  Approved as to form: David Shapiro, Acting City Solicitor
x  Nicholas Antanavica, Director of ISD	<i>Jason Piques Deputy</i>

This Page Left Intentionally Blank

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions

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

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

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

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

2. Performance; Time

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

3. Acceptance of Goods or Services

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

4. Compensation

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

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

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

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

5. Release of City on Final Payment

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

6. Risk of Loss

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

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

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

7. Indemnification

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

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

8. Default; Termination; Remedies

A. Events of Default

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

B. Termination Upon Default.

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

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

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

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

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

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

C. Termination For Convenience.

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

D. Obligations Upon Termination.

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

E. Rights and Remedies.

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

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

9. Insurance

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

10. Governing Law; Forum

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

11. Complete Agreement

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

12. Amendment

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

13. Conditions of Enforceability Against the City

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

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

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

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

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

14. Taxes

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

15. Independent Contractor

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

16. Assignment; Sub-Contract

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

17. Discrimination

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

18. Waiver

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

19. Severability

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

20. Notice

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

21. Captions

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

22. Non-Collusion

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

23. Tax and Contributions Compliance

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

24. Municipal Taxes, Charges and Liens

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

25. Compliance with Applicable Laws

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

26. Conflict of Interest

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

27. Licenses and Permits

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

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

29. Debarment or Suspension

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

30. Warranties (Applicable to Goods Only)

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

Appendix A
Scope of Work

SOLICITATION FOR:
IFB # 21-17 Residential Property Rodent Control Assistance Program



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 8/25/2020
QUESTIONS DUE: 9/1/2020 by 12PM EST
DUE DATE AND TIME: 9/8/2020 by 2PM EST

Anticipated Contract Award	9/10/2020
Est. Contract Commencement Date	9/15/2020
Est. Contract Completion Date	6/30/2021
Est. Renewal Years (If Applicable)	Two (2) additional one year renewals at the City's sole option

DELIVER TO:
City of Somerville
Purchasing Department
Attn: Thupten Chukhatsang
Procurement Analyst
tchukhatsang@somervillema.gov
93 Highland Avenue
Somerville, MA 02143

Due to the COVID-19 pandemic and the City's measures against the spread of this virus, physical access to City Buildings is not available to the Public. In light of this, you may now deposit your sealed bid package in the black mail drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue. This mailbox is large enough to accept parcels up to 16" X 11" X 8". Sealed bids can also be sent to City Hall through the US Postal Service or other delivery services (e.g. FedEx, UPS, etc.). Please properly label your packages so that it is sorted correctly.

IFB # 21-
SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SCOPE OF SERVICES

Rule for Award

The contract shall be awarded to the responsible and responsive Bidder submitting the lowest total price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder.

Scope of Services

It is the intent of this bid to provide inspection and rodent control treatment assistance to residential properties (exterior only) in an effort to expand rodent control efforts in the City of Somerville, MA. The City is offering this residential rodent control assistance program as part of the City's broader Integrated Pest Management Program (IPM) for long-term pest suppression. As part of this process, surveillance and the interpretation of data will provide estimates of the pest population in a given area. This monitoring allows accurate decisions to be made on when intervention measures are needed, the type of control measure selected, and the method of application in a certain area.

The Health Division of Inspectional Services (ISD) will complete an initial exterior inspection of residential properties whose owners have requested assistance to determine if there is any evidence of rodent activity. If evidence is found, the Health Division of ISD will contact the Contractor to schedule a further inspection and treatment at the property. The Contractor shall contact the property owner within seventy-two (72) hours to schedule an appointment for this initial inspection and treatment. The Contractor will also conduct at least two re-inspection of any treatment site within thirty (30) days or on a mutually agreed upon schedule with the City, dependent on the type of extermination service provided.

Each additional visit for inspection and treatment beyond the initial inspection and treatment and two (2) re-inspections, may be requested by the Health Division of Inspectional Services (ISD) and are to be charged at the same rate as the above mentioned services.

The Contractor shall furnish all labor, materials, and equipment to implement the selected and appropriate method of abatement: baiting, trapping, and/or tracking powder application. All bait boxes and supplies used and delivered as part of the treatment are to be included in the unit price bid by the Contractor and no parts or supply other than this fee shall be charged. No additional fee for removal of rodent carcasses or for any treatment used should be charged. Bait boxes and supplies once deployed may not be removed by the Contractor without prior approval from the City.

The Contractor shall also make detailed, site-specific written recommendations to property owners for structural and procedural modifications to achieve long-term pest suppression. The Contractor shall also provide residents with safety precautions related to the rodent control treatment(s) on the property.

The contract resulting from this bid is for a period of one year with two one-year options to renew. This option to renew is at the discretion of the Purchasing Director.

The Contractor will invoice ISD in a timely fashion, at the end of each month that the service is provided. Bills submitted later than two (2) months after service will not be paid.

Bidder Qualifications

The Contractor must be certified by the Commonwealth of Massachusetts. Each individual performing service to the City of Somerville must be certified annually per Massachusetts State Code, Category 41-General Pest Control. A supervisor must be available to perform service to the City of Somerville who has held such certification for a minimum of five (5) years.

The Vendor must have a minimum of five (5) years' experience in providing professional Integrated Pest Management Services either to a municipality or an institution with a large campus such as a university.

Material Use

Chemicals and other material must be approved by the responsible agencies of the Commonwealth of Massachusetts and the Federal Government. The Contractor must have on file Material Data Sheets of products and materials used in providing services.

Insurance

The Contractor shall maintain insurance as instructed in the attached informational form.

References

Each bidder is required to supply three (3) references of current customers for whom a similar scope of services are being provided. The City reserves the right to contact the listed references.

Living Wage Ordinance

The Contractor will be required to comply with the City of Somerville Living Wage Ordinance. A compliance form is included in the bid package and must be signed and returned with bid.

Specifications

Personnel

Staffing

- A. The Contractor must have at least two (2) service technicians, each of whom are certified in Massachusetts as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural and Health Related Pest Control with a minimum of sub-categories to include State Code 41, General Pest Control and at least three (3) years' experience. The contractor must have a supervisor who has held same certification for at least five (5) years. The contractor must provide the City copies of all certifications to perform rodent control services as specified in this contract. All applicators shall have specific training and experience in commercial rodent control and integrated pest management.
-

- B. All service providers must be uniformed and have a photo identification. The uniform shall have the Contractor's name easily identifiable, affixed thereon in permanent or semi-permanent manner.

Equipment

In addition to the above reference labor and materials, all Contractors' vehicles must be marked with the Company Logo.

The Contractor shall observe all safety precautions throughout the performance of this contract. The Contractor is to provide a complete health and safety plan (HASP) for all types of work being performed. Additional personal protective equipment required for the safe performance of work must be determined and provided by the Contractor. Protective clothing, equipment, and devices shall at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor must be identified in accordance with state and local regulations.

Pesticide Products and Use

The Contractor shall be responsible for the proper use of pesticides. All procedures for proper use and storage of pesticides is to be included in the Contractor's HASP. All pesticides used by the Contractor must be registered with the EPA, State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, local laws and regulations. The environment and the public shall be protected at all times.

The Contractor shall minimize the use of synthetic organic pesticides wherever possible.

Pests Included and Excluded

The IPM Program specified by this contract is intended to suppress the population of rats. All pests other than commensal rodents are excluded from this contract.

Recordkeeping and Reporting

The Contractor shall be responsible for maintaining a complete and accurate pest management log. The log shall contain an entry for each property treated, the dates for treatment and re-inspection(s), the details of services rendered, and recommendations given to property owner and tenants. The Contractor shall submit an electronic copy (in Microsoft Excel or CSV file format) of the pest management log with the Contractor's monthly invoice.

Samples

The Contractor shall include as part of submission materials safety precautions and any educational materials on rodent control. The samples shall be submitted in an electronic format like Microsoft Word or Adobe PDF.

Special Requests and Emergency Service

The regular service shall consist of performing all components of a rodent control program as described in this specification during the period of the contract. Occasional requests for corrective action, special services beyond the routine requests or emergency service, may be placed with the Contractor. The Contractor shall respond to request for emergency service on the day of the request within four (4) hours or less.

**B & B
Pest Control**

B & B Pest Control II, Inc. would like to formally submit their bid for the City of Somerville: IFB # 21-17 Comprehensive Residential Property Rodent Control Assistance Program for the City of Somerville. Enclosed you will find our completed bid. **This letter confirms that the B & B Pest Control bid is firm for minimum of (90) days.**

B & B Pest Control
271 Western Ave. Suite #115
Lynn, MA 01904
Office: (781) 599-4317
Fax: (339) 883-3049
info@bbpest.com
www.bbpest.com

Thank You,



John Bozarjian Jr.

B & B
Pest Control
John Bozarjian Jr., Co-Owner
B & B Pest Control, License #31134
Direct: (781) 838-1451
Office Lynn: (781) 599-4317
Office Boston: (617) 921-9837
Fax: (339) 883-3049
www.bbpest.com
john@bbpest.com



NEW ENGLAND PEST MANAGEMENT ASSOCIATION, INC.

Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed bid.** The City of Somerville may disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1 - 10 or a failure to respond to any of the following minimum standards may result in disqualification of your bid.

QUALIFY REQUIREMENTS		YES	NO
1.	Does the Vendor have five (5) or more years of experience in providing professional Integrated Pest Management Services either to a municipality or an institution with a large campus such as a university?	✓	
2.	A supervisor must be available to perform service to the City of Somerville who has held such certification for a minimum of five (5) years.	✓	
3.	Will the individuals performing services for the City of Somerville be certified annually per the Massachusetts State Code, Category 41 General Pest Control?	✓	
4.	Will the Vendor use chemicals and materials approved by the responsible agencies of the Commonwealth of Massachusetts and the Federal Government, and have on file Material Data Sheets of products and materials used in providing services?	✓	
5.	Is the vendor able to provide the requested personnel, in the specifications, with the required credentials?	✓	
6.	Does the vendor meet the specifications that all personnel be provided uniforms and carry photo identification?	✓	
7.	Are all of the vendor's vehicles marked with the company logo?	✓	
8.	Is the vendor able to meet all the service specifications required within this bid document?	✓	
9.	Does the vendor have the ability to maintain a complete and accurate pest management log, per building, as specified?	✓	
10.	Is the Vendor certified by the Commonwealth of Massachusetts for Pest Control?	✓	
11.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		✓

In order to provide verification of affirmative responses to items 1 - 10 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

REFERENCE FORM

Bidder: B & B Pest Control

BID# Title: IFB #21-17 Residential Property

Reference: City of Chelsea Contact: Richard Zullo

Address: 500 Broadway Phone: 617-466-4141
Chelsea, MA 02150 Email: RZullo@chelsea.ma.gov

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

Exterior Rodent Control
2017 - Present

Reference: City of Lynn Contact: Lisa Tobin

Address: 3 City Hall Sq. Phone: 781-586-6794
Lynn, MA 01901 Email: ltobin@lynnma.gov

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

4/1/2008 - Present
Private Home Rodent Control Program

Reference: City of Revere Contact: Reuben Kantor

Address: 281 Broadway Phone: 781-286-8187 x 20311
Revere, MA 02151 Email: rkantor@revere.org

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

9/1/2018 - 9/1/2020 / Present
Exterior Rodent Control
Public Private

Appendix B

Cost Details

- 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 Below**
- Fixed fee: Per Details Below**
- Other: Per Details Below**

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 and must include the applicable Purchase Order number. 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.

IFB # 21-
SECTION 3.0
PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: Residential Property Rodent Control Assistance Program

- The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **9/8/2020 by 2PM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Purchasing Director reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

Please provide Unit Prices, and Totals for the following:

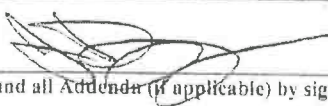
Residential Property Rodent Control Assistance Program	Estimated Quantities Per year	Year 1 Unit Price per Property	Year 2 Unit Price per Property	Year 3 Unit Price per Property
1. Exterior Residential Property Evaluation, Treatment, and Two (2) Follow-up Re-inspections**	1000 properties	\$ <u>59</u>	\$ <u>59</u>	\$ <u>59</u>
Estimated Totals for Year 1, 2 & 3:		\$ <u>59,000</u>	\$ <u>59,000</u>	\$ <u>59,000</u>

****Unit Price for item No.1 shall be an average price per treatment across all treatment types including, baiting, trapping, and dusting, per scope of services. Unit Price shall include one evaluation, treatment, retrieval and two (2) follow-up inspections. (Any additional visits, if required, will be priced at the same rate per property.)**

Name of Company/Individual: B & B Pest Control

Address, City, State, Zip: 271 Western Ave. #115 Lynn, MA 01904

Tel # 781-599-4317 Email: john@bbpest.com

Signature of Authorized Individual: 

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.

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

Appendix C
Forms



**Certificate of Authority
(Corporations Only)**

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

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of
B. B Pest Control II, INC.
(Insert Full Name of Corporation)

2. I hereby certify that the following individual Patrick Bozajian
(Insert the Name of Officer who Signed the Contract and Bonds)
is the duly elected Owner of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on 11/10/2022
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

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

Patrick Bozajian Owner
(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. ATTEST:
Signature: [Signature]
(Clerk or Secretary)
Printed Name: Patrick Bozajian
Printed Title: Owner
Date: 11/10/2022
(Date Must Be on or after Date Officer Signed Contract/Bonds)

AFFIX CORPORATE SEAL HERE



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: December 01, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,

B&B PEST CONTROL II, INC.

is a domestic corporation organized on **December 26, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in black ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22110666770

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: mas

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

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

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

City Of Somerville

c/o Procurement & Contracting Services

93 Highland Avenue

Somerville, Ma. 02143

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2022

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

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

PRODUCER Farquhar & Black Insurance Agency 45 Traders Way, Bldg 10 Unit A Salem MA 01970		CONTACT NAME: Christopher Kennedy PHONE (A/C, No, Ext): (781) 599-2200 FAX (A/C, No): (781) 581-3940 E-MAIL ADDRESS: Chris@FandBInsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Ins. Cos. NAIC # 23850	
		INSURER B: Safety Insurance 39454	
		INSURER C: Wesco Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED B & B Pest Control II, Inc. 271 Western Avenue Suite 203 Lynn MA 01904			


COVERAGES **CERTIFICATE NUMBER:** CL22111027698 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2417241	05/25/2022	05/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pesticide Applicator \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6244460	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3587444	05/21/2022	05/21/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

If required by written contract Certificate Holder is named as additional insured

CERTIFICATE HOLDER City of Somerville c/o Procurement and Contracting Services Dept 93 Highland Avenue Somerville MA 02143	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: **\$10,000**. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2022 "Living Wage" shall be deemed to be an hourly wage of no less than **\$15.96** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

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

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

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/14/2022

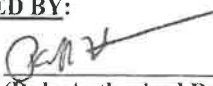
security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

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

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

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

CERTIFIED BY:

Signature: 
(Duly Authorized Representative of Vendor)

Title: Owner

Name of Vendor: B & B Pest Control, II Inc.

Date: 11/11/2022

INSTRUCTIONS: PLEASE POST

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

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

The Living Wage as of 7/1/2022 is \$15.96 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Procurement & Contracting Services Department directly.



SOMERVILLE ORDINANCE TO SAFEGUARD

VULNERABLE ROAD USERS

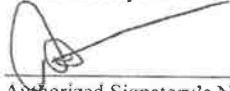
CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

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

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
 - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
 - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
 - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
 - a. Inspection stickers are not transferable.
 - b. Any major overhaul of safeguard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
 - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
 - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at: fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 "Requirements" in the Ordinance, bidders must sign the following:
Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.


11/11/2022

 Authorized Signatory's Name Date

B. B Pest Control, II Inc.

 Company Name

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

- Vehicles do not meet or exceed Class 3 GVWR
- Vehicles do not exceed 15 MPH
- No vehicles on project
- Other: _____

ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

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



SIDE-VISIBLE TURN SIGNALS

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



CONVEX MIRRORS

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



CROSS-OVER MIRRORS

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

SAFETY DECALS

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

COMMON QUESTIONS

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

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

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

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

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

REGISTER FOR AN INSPECTION

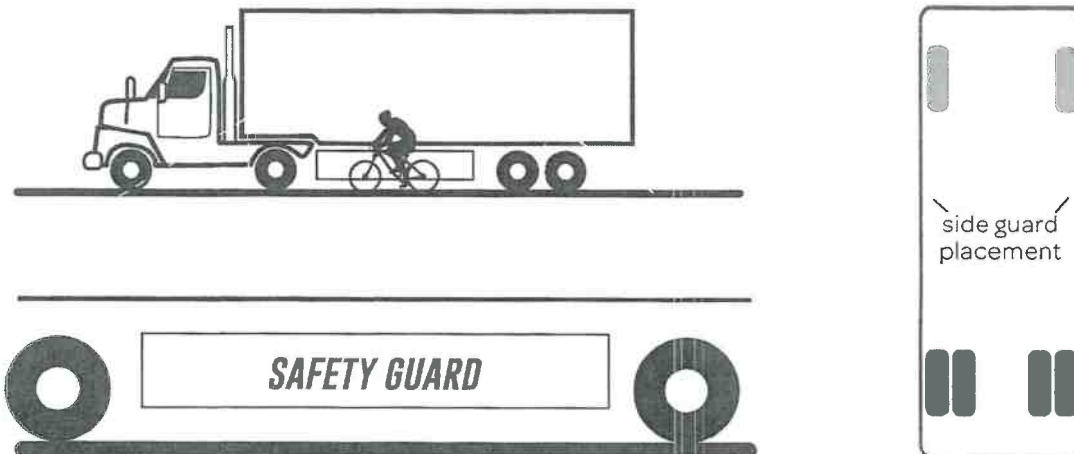
Email inspection forms to: FleetInspections@SomervilleMA.gov



CITY OF SOMERVILLE TRUCK SIDE GUARD ORDINANCE

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

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





CITY OF SOMERVILLE
PURCHASING DEPARTMENT
IFB # 21-17



The City of Somerville, through the Purchasing Department invites sealed proposals for:

Residential Property Rodent Control Assistance Program

Invitations for Bid (IFB) may be obtained online at <http://www.somervillema.gov/departments/finance/purchasing> or from the Purchasing Department, Somerville City Hall, 93 Highland Ave., Somerville, MA, 02143 on or after Tuesday, August 25th, 2020. Sealed bids will be received at the above office until: Tuesday, September 8th, 2020 at 2:00 PM EST. The Purchasing Director reserves the right to reject any or all proposals if, in her sole judgment, the best interest of the City of Somerville would be served by so doing.

Please contact Thupten Chukhatsang at tchukhatsang@somervillema.gov for more information.

Angela Allen Purchasing Director 617-625-6600, x3400

Somerville News Weekly (8/25/2020)

City of Somerville

Bid Opening Date: 09/08/2020 02:00 PM
 Printed: 08/24/2020 05:28 PM

BID SOLICITATION

Description: IFB 21-17 Residential
 Property Rodent Control Assistance
 Program

Bid Number BD-21-1166-COS01- COS01-54292
Alternate ID IFB 21-17
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	IFB 21-17 Residential Property Rodent Control Assistance Program	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE
 PURCHASING ENTITY TO PURCHASE ANY GOODS OR
 SERVICES.

PURCHASED

By: Thupten Chukhatsang

Phone#: (617) 625-6600

Email: tchukhatsang@somervillema.gov

BUYER

Services

AWARDING AUTHORITY:					
AGENCY: Somerville, City of 93 Highland Avenue Somerville, MA 02143				BID NUMBER: IFB 21-17	
CONTACT INFORMATION:					
NAME: Thupten Chukhatsang		PHONE: 617-625-6600 FAX: 617-625-1344		ADDRESS:	
TITLE: Procurement Analyst		EMail: tchukhatsang@somervillema.gov			
DESCRIPTION:					
IFB 21-17 - Residential Property Rodent Control Assistance Program.					
CONTRACT INFORMATION:					
ESTIMATED RATE:	DURATION OF CONTRACT:	BID RELEASE DATE	BID RELEASE TIME	BID DEADLINE DATE:	BID DEADLINE TIME:
	One year with two renewals.	8/25/20		9/8/20	2:00 P.M.
ADDITIONAL INFORMATION					
Bid package available at https://www.somervillema.gov/departments/finance/purchasing .					



[HOME](#) [DIRECTIONS](#) [CONTACT US](#)

Search the Secretary's website

Goods and Services submission confirmation

The following Goods and Services submission was successfully received.

Planned date of publish is 8/24/2020

Awarding Agency

Agency Name and Address:	City of Somerville 93 Highland Avenue Somerville, MA 02143	
Bid Number:	IFB 21-17	

Contact Information

Name:	Thupten Chukhatsang	
Title:	Procurement Analyst	
Phone:	6176256600	Fax 6176251344
Email Address:	tchukhatsang@somervillema.gov Notify email address listed when final publish date assigned.	
Address: (if different from above)		

Description

IFB 21-17 Residential Property Rodent Control Assistance Program

Contract Information

Estimated Rate		Duration	1 year with 2 renewals
Bid Release Date	08/25/2020	Release Time	
Bid Deadline Date	09/08/2020	Deadline Time	2:00PM
Additional Information	For a bid package visit the City's Purchasing Webpage: https://www.somervillema.gov/departments/finance/purchasing		

This page can be printed for your records.

[Add Another](#)

[Return To Menu](#)

William Francis Galvin, Secretary of the Commonwealth of Massachusetts
[Terms and Conditions](#)
[Accessibility Statement](#)