

**SOLICITATION FOR:**

RFP #18-28 Automated Citations Collections



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 11/13/2017

**QUESTIONS DUE:** 11/29/2017 by 12PM EST

**DUE DATE AND TIME:** 12/8/2017 by 11AM EST

|                                 |                               |
|---------------------------------|-------------------------------|
| Anticipated Contract Award      | 12/15/2017                    |
| Est. Contract Commencement Date | 1/1/2018                      |
| Est. Contract Completion Date   | 12/31/2018                    |
| Est. Renewal Years              | Two one-year options to renew |

**DELIVER TO:**

**City of Somerville**

**Purchasing Department**

**Attn:** Michael Richards

Assistant Purchasing Director

mrichards@somervillema.gov

**93 Highland Avenue**

**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Proposal For:**  
RFP #18-28 Automated Citations Collections

**SECTION 1.0**  
**GENERAL INFORMATION ON PROPOSAL PROCESS**

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Purchasing Department on and after 11/13/2017 per the below-noted City Hall hours of operation.

| <b>Hall Hours of Operation:</b> |                                |
|---------------------------------|--------------------------------|
| Monday – Wednesday              | 8:30 a.m. and 4:30 p.m.        |
| Thursday                        | 8:30 a.m. to <b>7:30</b> p.m.  |
| Friday                          | 8:30 a.m. to <b>12:30</b> p.m. |

**All Responses Must be Sealed and Delivered To:**

Purchasing Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143

***It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.***

**Proposal Format:**

Submit one (1) sealed proposal package (with two sealed envelopes, one for the price and one for the technical proposal); it must be marked with the solicitation title and number and must be original.

In an effort to reduce waste, **please DO NOT USE 3-RING BINDERS.**

Responses must be sealed and marked with the solicitation title and number.

All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in **Sections 2.0 - 4.0**). **If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.**

A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. **An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.**

The Offeror's authorized official(s) must sign all required proposal forms.

The Price Form in **Section 4.0** must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.

All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.

The successful Offeror must be an Equal Opportunity Employer.

## 1.2 Proposal Schedule

| <b>Key dates for this Request for Proposals:</b> |                               |
|--|-------------------------------|
| RFP Issued                                       | 11/13/2017                    |
| Deadline for Submitting Questions to RFP         | 11/29/2017 by 12PM EST        |
| Proposals Due                                    | 12/8/2017 by 11AM EST         |
| Anticipated Contract Award                       | 12/15/2017                    |
| Est. Contract Commencement Date                  | 1/1/2018                      |
| Est. Contract Completion Date                    | 12/31/2018                    |
| Renewal Options                                  | Two one-year options to renew |

|   |   |
|---|---|
| <b>Responses must<br/>be delivered by<br/>12/8/2017 by 11AM EST<br/>to:</b> | City of Somerville<br>Purchasing Department<br>Attn: Michael Richards<br>93 Highland Avenue<br>Somerville, MA 02143 |
|---|---|

## 1.3 Submission Instructions

Please submit *two sealed envelopes, all within one sealed proposal package*, with the following contents and marked in the following manner:

| <b>Contents of Sealed Proposal Package</b>   | <b>Marked As</b>   |
|--|--|
| <b>Envelope 1 Non-Price Technical Proposal:</b> Shall include (1) original and two (2) copies, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)] | <b>To Be Marked:</b> Non-Price Proposal RFP #18-28Automated Citations Collections  |
| <b>Envelope 2 Price Proposal:</b> Shall include one (1) original and one (1) copy.   | <b>To Be Marked:</b> Price Proposal RFP #18-28Automated Citations Collections  |
| <b>Please send the complete sealed package to the attention of :</b>   | Michael Richards<br>Assistant Purchasing Director<br>Purchasing Department<br>Somerville City Hall<br>93 Highland Avenue<br>Somerville, MA 02143 |

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, **please make no reference to pricing in the non-price technical proposal.** Failure to

adhere to this requirement will result in disqualification.

## **Non-Price (Technical) Proposal Format**

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist (Section 3.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

*Elaborate format and binding are neither necessary nor desirable.* Each proposal shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All submissions will allow for easy removal and replacement of pages.

### **Cover Letter**

Submit a cover letter that includes the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

### **Qualifications & Experience**

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2.0), or set of basic business standards, must be submitted in the sealed proposal.

### **References**

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

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

## **Price Proposal Format**

### **Price Summary Page (see Section 4.0.)**

### **Proposal Prices to Remain Firm**

All proposal prices submitted in response to this solicitation must remain firm for 90 days following the proposal opening.

## **Price Submission**

All prices must contain the unit rate as requested on the proposal price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor, and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

## **1.4 Questions**

**Questions are due: 11/22/2017 by 12PM EST**

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

Michael Richards  
Assistant Purchasing Director  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**  
mrichards@somervillema.gov

**Or faxed to:**

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Purchasing Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>.

**If any proposer contacts City personnel outside of the Purchasing Department regarding this proposal/proposal, that proposer will be disqualified immediately.**

## **1.5 General Terms**

### **Estimated Quantities**

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

### **Proposal Signature**

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

### **Time for Proposal Acceptance and City Contract Requirements**

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the

response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

**Holidays are as follows:**

|                          |                        |                  |                     |
|--------------------------|------------------------|------------------|---------------------|
| New Year's Day           | Martin Luther King Day | Presidents' Day  | Patriots' Day       |
| Memorial Day             | Bunker Hill Day        | Independence Day | Labor Day           |
| Columbus Day             | Veterans' Day          | Thanksgiving Day | Thanksgiving Friday |
| Christmas Eve (half day) | Christmas Day          |                  |                     |

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. \*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

**Unforeseen Office Closure**

If, at the time of the scheduled proposal opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

**Changes & Addenda**

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

**Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

### **Right to Cancel/Reject Proposals**

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

### **Unbalanced Proposals**

The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

### **Brand Name “or Equal”**

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

### **Electronic Funds Transfer (EFT)**

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor’s name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror’s representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Offeror’s account number; Type of account, i.e., checking or saving.

## **1.6 Evaluation Methodology**

### **Comparative Evaluation Criteria**

The Comparative Evaluation Criteria set forth in Section 2 of this RFP shall be used to evaluate responsible and responsive proposals.

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

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

### **Selection Process**

Qualified proposals will be reviewed and rated by the Evaluation Committee ("the Committee") on the basis of the comparative evaluation criteria and minimum quality requirements included in Section 2.0.

The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to select a set of finalists to be interviewed ("the short list"). The short-listed applicants will be notified, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto. The Mayor may, at the Mayor’s sole discretion, interview the applicants on the short list. The Committee will rank all candidates

and make a recommendation to the Mayor to enter into a contract with the most highly advantageous Offeror.

The City will award the contract to the most responsive and responsible Offeror whose entire proposal (technical and price) is deemed to be the most highly advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.



**RFP #18-28**  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**SPECIFICATIONS/SCOPE OF SERVICES**

**Rule For Award**

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

**Background**

The City of Somerville, Massachusetts is seeking a vendor to maintain and fully manage the City's automated Citation Collection System including all the associated noticing, telephone, skip-tracing, collection software and all other materials and services.

**Scope of Work**

**AUTOMATED CITATION COLLECTION SYSTEM**

The following section is specific to the overall collection program. The focus must be on the various components as they interact together to provide flexibility and to meet the special requirements of the City of Somerville.

**A. Debtor Contact:**

System must coordinate debtor contact by using a blend of letter writing and phone call activity for each debtor. The collection system must provide complete flexibility regarding call scheduling and letter production.

**B. Skip-tracing:**

Successful vendor must utilize a multi-tiered national skip tracing process, using the internet, skip-tracing publications, directory assistance, etc.

**C. Predictive Dialer:**

The successful vendor should employ the use of a predictive dialer. Vendor should use smart dialing and automated follow-up scheduling.

**D. Interactive Voice Response Unit:**

The successful vendor must utilize an IVR system to provide departmental coverage 24 hours a day seven days a week. The unit must be capable of handling all incoming phone calls, taking messages, providing account information and accepting automated payment.

**E. Collector Motivation:**

Vendor management must be able to monitor and review the daily milestones, call volumes, and goal status of collector activity.

**F. Collection Schedules:**

The collection schedule must be developed to provide maximum coverage Monday through Friday from 9:00 AM to 9:00 PM and Saturday from 10:00 AM to 2:00 PM. All times local.

#### G. Multiple Payment Options:

The Vendor must accommodate a myriad of payment options. System must accept payment via VISA/MasterCard, Discover, payment through the Internet, Western Union Quick Collect, Automated Check/Bank drafts, Checks over the phone.

#### H. Software:

Successful vendor must use a centralized collection system to manage its accounts and operations. All account statistics, collection activity and payments must be recorded on the system and data be made available to the City and vendor manager.

#### I. Conduent Integration

Successful vendor must have experience performing collections utilizing citation records created by Conduent software or similar systems.

### 2.3 Specifications / Requirements

#### CITATION COLLECTION GUIDELINES

The City of Somerville requires that the vendor provide a client compliance feature that gives the City the ability to define a due diligence contract which requires specific actions on an account within certain time-periods. If that action is not taken, the vendor is alerted so special attention can be given to the account. The client compliance feature of the system ensures full compliance with the requirements of the City which requires its accounts be worked in a specific manner.

##### A. Start Up Plan

1. Vendor must design and format new business placement files. Included in the design will be file format, data elements to be included, special code definitions and file transmission frequency. Once the proper data content and flow has been established, an acknowledgement process will be implemented to assure that the amount and content of the data sent by the City exactly matches the amount and content of the data received by the Vendor.
2. The successful vendor must customize reporting parameters. This will include the types and layout of management reports as well as frequency and method of delivery.
3. Vendor must handle violator inquiries, discrepancies and complaints. This will include defining agreed upon procedures for handling different types of complaints as well as the dispute resolution procedures to include supervisory levels at the Vendor and the City and account settlement parameters.
4. The Vendor must work with the City to approve the notices sent to debtors. This will include notice layout, language and mailing frequency.
5. Vendor must establish fund deposit parameters to include: bank/account specifications and frequency of deposits.
6. Collection activity must begin no later than Thirty (30) days after being given the notice to proceed with the Contract. The Vendor will not proceed until both the City and the Vendor are satisfied with the quality and accuracy of all contract parameters.

7. The vendor's System must be able to accept data and send data from other sources including application programming interface (API).

B. New Account Timing

1. New accounts for Somerville residents (zip code 02143, 02144, 02145) will be placed with selected service provider 1039 days after the date that second notice is sent. New accounts for non-Massachusetts residents will be placed with selected service provider 39 days after second notice is sent.
2. New accounts for Massachusetts residents outside of Somerville should be created not less than 730 days after the date of citation issuance AND/OR new accounts for Massachusetts residents outside of Somerville will be placed with selected service provider 365 days after the second notice is sent.
3. New accounts for non-Massachusetts residents will be placed with selected service provider 39 days after second notice is sent AND/OR new accounts should be created not less than 90 days after the date of citation issuance.

C. Account Placement

1. Each morning, new business files must be received electronically/manually. These files must be first copied to a secure company server. Then, the files must run through a conversion program and applied to the collection system. Vendor is required to send an acknowledgement of accounts listed.
2. All accounts must be batch entered to the system. Batches are to be acknowledged and validated as to account number and dollar totals before any further work.
3. For safekeeping, a copy of all account placements is to be taken to an off-site storage facility and maintained for a period of six years.

C. Case Assignment

The successful vendor must use a "project approach" to collections. The collectors must be citation collection specialists and must not co-mingle accounts. Additionally, a single collector must work with an individual debtor from beginning to end.

D. Rental Car/Leasing Company

Vendor must have developed close relationships with all major national rental and leasing companies. Vendor must be in daily contact with those companies.

E. Notices

1. A custom designed, laser/digitally printed validation letter must be sent to each debtor immediately after the accounts are entered in to the collection system. Within forty-eight hours of placement, telephone collection must also begin if the account has a good phone number. If a good phone number is not available, the account must immediately be forwarded to the skip-tracing department.
2. A series of personalized letters must be sent on each account. All letters sent to debtors must be personalized and laser/digitally printed. All of the letters must provide the debtor with a toll-free phone number for obtaining account information, a remittance slip bearing the assigned reference number and a return remittance envelope. In addition, the collection staff must use payment reminder, postdated check, and broken promise letters to collect the debt.

## **CITATION COLLECTION PROCESSING**

When a new record is loaded to the collections software the following process must occur automatically:

- A. The System must reformat the debtor name fields to meet National Change of Address (NCOA) database name field standards. Business names must be processed separately so as to ensure that businesses are held accountable for all vehicles owned.

If the record does not have registered owner name and address information the system must route the record for registered owner acquisition. When the registered owner information is acquired, the record must be updated and processing continues.

The System must search for an existing master collection account for the debtor. This search can be based on various criteria (as determined by the City of Somerville). If an existing master is found, the new record must be matched to the master. If an existing master is not found, a new master must be created.

- B. The System generates a first collection notice for the new record. The first notice references the new record specifically as well as all existing records. All notices must contain an account number that the debtor can use to access an Integrated Voice Response unit 24 hours a day, 7 days a week to make payment arrangements. Toll free numbers must be provided for inbound calls. Violators may speak with a representative if they like, or simply follow the steps provided to make a payment.

All letter files must run against the NCOA database. If an address change is found, the letter must be sent to the new address and the new address added to an address correction file. During the next transmission of notices, the noticing outsourcer's system passes the new address to the system and the record is automatically updated with the new address.

- C. If Payment in full, or an acceptable payment arrangement has not been received the following must occur:

The Collection system must check the account master for a valid phone number. If a valid phone number is found the account is routed for phone contact. If a valid phone number is not found, the system routes the account, via the internet, to be checked against a national database of telephone numbers. If a valid phone number is found the account is updated and routed for phone contact.

1. If no phone number can be found the system checks to see if a mail return indicating a "bad" address has been entered on the account. If a "bad" address notation is not found the system generates a follow up collection notice. The follow up notice must be account specific and the notice must request payment of all delinquent citations related to the account master.
2. If no phone number can be found and the address on the master is noted as "bad," the system routes the account for skip tracing. Skip tracing is done automatically using national information databases and manually using cross reference directories and other resources. The level of skip tracing completed on a given account is determined by the account balance and likelihood of recovery.
3. Additional notices must be sent at preset intervals and can also be generated according to the account balance or other criteria.

- D. Telephone Collections: Accounts for which a valid phone number has been found are routed to the collection staff for contact. The following processes must occur:
1. The account is placed in a collector's queue. Outbound calls must be placed using a predictive dialer and when an answer is received, the call must be immediately transferred to the collector and the account record pop up on their workstation screen. The collector verifies demographic and account information, then endeavors to obtain payment in full or an acceptable payment arrangement.
  2. The predictive dialer automatically must route no answers for call back later in the day/week. It must also recognize when a call is answered by voicemail or an answering machine and leave a pre-recorded message. When a three-tone intercept is received indicating that number has been changed or disconnected, the account must be routed for follow up.
  3. If contact is made and payment terms are negotiated, the system must monitor the arrangements and if payment arrangements are broken the account must be routed back to the collector for action.
- E. Collector Training: Each collector is required to take and pass the Fair Debt Collection Practices Act (FDCPA) test prior to any collections. (The FDCPA is the governing body that administers the applicable rules and regulations for collection agencies.) Each collector must be qualified to make use of skip tracing resources which include: telephone books, credit bureau reports, various skip tracing publications, directory assistance, numerous location and investigation sites on the Internet, etc. Every six months each collector is required to again retake and re-pass the FDCPA test. In addition, Vendor will share collector training materials with the City every six months. Vendor will record all phone calls and provide City the ability to listen in on live calls as necessary.

## **REPORTING**

Detailed below are the reporting parameters that are required to help maintain quality and control over the collection process:

1. On a bi-weekly basis, Vendor is to provide a report to the City of new assignments. The report can be transmitted electronically.
2. On a monthly basis, a report detailing closed accounts is to be provided. This report can be resorted and used to detail collection activity according to close out reason.
3. On a monthly basis, a searchable and sortable report detailing the activity on active accounts according to date of assignment must be provided. This report can also be used to analyze the collection activity on accounts according to date of assignment.
4. Report analyzing the collection activity according to offense type must be provided at least on a quarterly basis.
5. *Standard Monthly Activity Statement.* The statement details all transaction related information including payment date, payment source, citation issuance date, collection notice date, debtor name and account number, payment amount, remaining balance (if any), agency fees and net amount due the client. Statement also includes and specifies any debtor accounts paid to the City. Statement must be submitted

in electronically searchable and sortable format.

6. *Client Statistics Report*. This report provides a snapshot of the inventory, accounts and dollars listed, and dollars collected for the City.
7. *Detailed regression analysis*. This report goes into considerable detail regarding collection recovery percentages. Report must be issued on a quarterly basis.
8. A report detailing violator inquiries, discrepancies and complaints. This will include defining different types of complaints as well as the dispute resolution. Report must be issued on a monthly basis.

Vendor will also provide ad-hoc report capabilities that can be used to report on any statistic in the collection database.

Additionally, the successful vendor must be able to provide reports according to various criteria:

- Last Name
- First Name
- Middle Initial
- Account Balance (broken down between principal balance and fee balance)
- Date of Offense
- Citation Number
- Address
- Phone Number
- License Plate Number
- License Plate State
- Time of Offense
- Violation Code
- Violation Description
- VIN Number
- Vehicle Make
- Vehicle Model
- Vehicle Style
- Vehicle Year
- License Plate Expiration Date
- Amount of Fine
- Method of payment
- Payment transaction origination (eg, collection agency or City of Somerville)
- Account number

9. Report of all uncollectable accounts. The report shall include all data within the ticket.

## **IMPLEMENTATION**

The Vendor must provide Implementation Support as required by the City.

## **MAINTENANCE AND TECHNICAL SUPPORT**

Maintenance and Support is required by the City. The Vendor has a dedicated contact person, with a toll free number, who is available to be contacted by the City. This representative will be fully knowledgeable in the operations of the Collections program and be able to troubleshoot and answer all questions regarding the program being proposed.

## Comparative Evaluation Criteria

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

### **1. Factor 1: Experience in Implementing similar Automated Citations Collections Programs**

*Provide a brief history of the Vendor's experience in implementing similar Automated Citations Collection Programs in response to this RFP.*

**Highly Advantageous:** The Vendor has seven or more years of experience in implementation of Automated Citations Programs, similar to that required by this RFP.

**Advantageous:** The Vendor has five to seven years of experience in implementation of Automated Citations Programs, similar to that required by this RFP.

**Not Advantageous:** The Vendor has two to five years of experience in implementation of Automated Citations Programs, similar to that required by this RFP.

### **2. Factor 2: Documentation of previous experience and performance with required systems and services.**

*Provide a list of all government locations in the United States where Automated Citations Collections, similar to the model proposed for Somerville have been implemented. Provide the government agency name, and when the program was implemented. If the program listed differs in any significant way from that proposed for Somerville please explain.*

**Highly Advantageous:** The proposal demonstrates the proposer's efficient and effective provision of the required citations collections program in ten or more government installations in the United States.

**Advantageous:** The proposal demonstrates the proposer's efficient and effective provision of the required citations collections program in six to nine government installations in the United States.

**Not Advantageous:** The proposal demonstrates the proposer's efficient and effective provision of the required citations collections program in two to five government installations in the United States.

### **3. Factor 3: Ability to comply with RFP requirements**

*Indicate how and whether the proposed Automated Citations Collections Program will meet the requirements described in the Scope of Services and technical specifications section, above. Please address each item. If the proposed program does not meet a specific requirement or if it is necessary to eliminate or modify any of the requirements, indicate how this omission or modification will be remedied or mitigated.*

**Highly Advantageous:** The proposal indicates that the proposed program meets all requirements specified in the Scope of Services without modification and the proposal is fully complete in regards to complying with the format required by the RFP.

**Advantageous:** The proposal indicates that the proposed program meets most of the requirements specified in the Scope of Services, but proposes compensatory elements, and explains fully how these will result in an equivalent (or greater) level of functionality and the proposal is fully complete in regards to complying with the format required by the RFP.

**Not Advantageous:** The proposal indicates that the proposed program does not meet all requirements specified in the Scope of Services but explains fully how these omissions will not result in any significant loss of functionality and the proposal is fully complete in regards to complying with the format required by the RFP.

#### **4. Factor 4: Project Timeline**

*Indicate the timeline for implementing the Automated Citations Collections program once a contract is awarded and signed. Please submit a detailed project timeline.*

**Highly Advantageous:** The proposal indicates that the vendor will be able to meet proposed deadlines and explains additional resources that will be available if necessary for ensuring that project timeframe does not slip.

**Advantageous:** The proposal indicates that the vendor will be able to meet proposed deadlines.

**Not Advantageous:** The proposal indicates that the vendor has committed to meeting timeframe, but does not have additional resources to ensure that project timeframe does not slip.

#### **5. Factor 5: Quality of Project Management Plan**

*Describe the proposer's plan for managing this project including identification of staff that will be part of the project team, their location and responsibilities and how the work of the team will be coordinated.*

**Highly Advantageous:** The proposer's Plan provides an excellent and extensive combination of quality team, organization, and operating plans including numbers and type of staff, variety of skills available, use of local and non-local staff and coordination among offices and vendors, etc. that provides the highest assurance of the Proposer's ability to meet the requirements of the scope of services.

**Advantageous:** The proposer's Plan provides a good combination of quality team, organization and operating plans including numbers and type of staff, quality of vendors, variety of skills available, use of local and non-local staff and coordination among offices and vendors etc. that provides a high level of assurance of the Proposer's ability to meet the requirements of the scope of services.

**Not Advantageous:** The proposer's Plan does not completely provide an adequate or clear combination of quality team, organization and operating plans including numbers and type of staff, quality of vendors, variety of skills available, use of local and non-local staff and coordination among offices and vendors, etc. and provides low assurance of the Proposer's ability to meet the requirements of the scope of services.

#### **6. Factor 6: Citations Program and Management Plan Firm(s)**

*Provide a brief history of the firm(s) that will be involved in the Automated Citations Collections Program and management plan.*

**Highly Advantageous:** The response has clearly detailed and substantiated the proposer's ability to provide a program that will provide the highest level of assurance that the proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

**Advantageous:** The response has clearly detailed and substantiated the ability to provide a program that will provide a high level of assurance that the proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.



**Not Advantageous:** The response has clearly detailed, and substantiated the ability to provide a program that will provide only a sufficient level of assurance that the proposer's contract management plan and service plan will be very responsive to the City and can effectively comply with the Scope of Services of the RFP.

**7. Factor 7: Quality and Experience of Key Personnel**

***Provide resumes of all key personnel who will be responsible for overseeing the Program and Management Plan for the Automated Citations Collections.***

**Highly Advantageous:** All of the personnel identified by the proposer are proven to possess a very high level of collections management experience and performance. And, resumes are included in the proposal for all personnel and these personnel are currently performing functions similar to those proposed for the proposer and these personnel are determined to have adequate relevant experience to successfully perform their duties.

**Advantageous:** All of the personnel identified by the proposer are proven to possess a high level of collections management experience and performance and resumes are included in the proposal for all or virtually all personnel and these personnel are determined to have adequate relevant experience to successfully perform their duties.

**Not Advantageous:** Most but not all of the personnel identified by the proposer are proven to possess an adequate level of collections management experience and performance and/or the proposer has not yet identified personnel for certain positions and as a result resumes are not included in the proposal for all personnel.

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

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

**Period of Performance**

The period of performance for this contract begins on or about 1/1/2018 and ends on or about 12/31/2018. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

**Place of Performance**

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

**Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

**Vendor Personnel**

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

**Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

**Deliverables**

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

**RFP #18-28**

## **SECTION 3.0**

### **Automated Citations Collections PROPOSERS' CHECKLIST**

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

#### **Non-Price Proposal**

##### **Required with Sealed Proposals**

- Cover Letter
- Acknowledgement of Addenda (if applicable and non-price related)
- Quality Requirements
- Somerville Living Wage Form
- Certificate of Non-Collusion and Tax Compliance
- Certificate of Signature Authority
- Reference Form (or equivalent may be attached)
- W9

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

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

#### **Price Proposal**

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

## Quality Requirements Form

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1 through 7, or a failure to respond to any of the following minimum standards may result in disqualification of your proposal.

| QUALITY REQUIREMENTS |  | YES | NO |
|----------------------|--|-----|----|
| 1.                   | Five (5) years or more of experience in providing similar Citation Debt collection services to municipalities?   |     |    |
| 2.                   | In your Agency, has each collector been required to take and passed the Fair Debt Collection Practices Act (FDCPA) test prior to any collections?  |     |    |
| 3.                   | Will you comply with the City of Somerville's Living Wage Ordinance?   |     |    |
| 4.                   | Can you provide all the reporting requirements as described in this proposal?  |     |    |
| 5.                   | Can you meet the implementation requirements and start date as put forth in this proposal?   |     |    |
| 6.                   | The Vendor has a dedicated contact person, with a toll free number, who is available to be contacted by the City? This representative will be fully knowledgeable in the operation of the Collections program be able to troubleshoot and answer all questions regarding the program being proposed? |     |    |
| 7.                   | If you are a company based outside of Massachusetts, will you be able to provide continuous service, according to the scope of services/specifications?  |     |    |
| 8.                   | Optional:<br>Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?   |     |    |

In order to provide verification of affirmative responses to items 1 through 7 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.



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

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

**A. NON-COLLUSION FORM**

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

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

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

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

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

**B. TAX COMPLIANCE CERTIFICATION**

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

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

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

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

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



**Certificate of Authority  
(Corporations Only)**

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

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

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

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

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

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

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

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

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

4. **ATTEST:**

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

**AFFIX CORPORATE SEAL HERE**

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

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

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

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



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

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

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

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

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

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

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

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

| <u>Name</u> | <u>Title</u> |
|-------------|--------------|
|             |              |
|             |              |
|             |              |

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

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

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

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



**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 7/1/2017 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.49 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

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

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\* Copies of the Ordinance are available upon request to the Purchasing Department.



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

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

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

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

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

**CERTIFIED BY:**

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

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

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

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

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of 7/1/2017 is **\$12.49** 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 Purchasing Department directly.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

|   |  |   |
|---|--|---|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |   |
|   | <b>2</b> Business name/disregarded entity name, if different from above  |   |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i>   |   |
|   | <b>5</b> Address (number, street, and apt. or suite no.)   | Requester's name and address (optional) |
|   | <b>6</b> City, state, and ZIP code   |   |
|   | <b>7</b> List account number(s) here (optional)  |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                                       |  |  |  |   |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  | - |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  |   |  |  |  |  |

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**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  
Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

### CERTIFICATE HOLDER

### CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

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

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

### **IMPORTANT NOTICE**

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

Thank You,

Purchasing Director

**RFP #18-28**  
**SECTION 4.0**  
**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: Automated Citations Collections

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **12/1/2017 by 11AM 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 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

| ITEM  | Year 1<br>1/1/2018 -<br>12/31/2018 | Optional Yr 2<br>1/1/2019 -<br>12/31/2019 | Optional Yr 3<br>1/1/2020 -<br>12/31/2020 |
|---|------------------------------------|---|---|
| Contingency Fee (as a percentage of total collected): |                                    |   |   |
|   |                                    |   |   |

The contingency fee will be paid via invoice as a percentage of the net amount collected by the vendor of City of Somerville overdue violations. Any credit card or related merchant fees paid by the City to process payment will be deducted from gross amount collected (from which the contingency amount will be calculated). The Contingency Fee will be calculated on the total amount collected, including all delinquency fees that apply to the violation (based on the numbers of days overdue).

Mass. General Law states that a contingency fee cannot exceed 33% of a collection amount.

Prices are to remain the same for the entire contract period.

|   |               |
|---|---------------|
| <b>Name of Company/Individual:</b>  |               |
| <b>Address, City, State, Zip:</b>   |               |
| <b>Tel #</b>  | <b>Email:</b> |
| <b>Signature of Authorized Individual</b>   |               |
| Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification. |               |
| <b>ACKNOWLEDGEMENT OF ADDENDA:</b>  |               |
| <b>Addendum #1</b> ____ <b>#2</b> ____ <b>#3</b> ____ <b>#4</b> ____ <b>#5</b> ____ <b>#6</b> ____ <b>#7</b> ____ <b>#8</b> ____ <b>#9</b> ____ <b>#10</b> ____                                     |               |

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



# CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

## 1. Definitions

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

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; 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 provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

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

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

## 2. Performance; Time

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

## 3. Acceptance of Goods or Services

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

## 4. Compensation

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

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

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

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

## 5. Release of City on Final Payment

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

## 6. Risk of Loss

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

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

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

## 7. Indemnification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Insurance**

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

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

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and

maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

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

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

#### **12. Amendment**

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

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

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

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

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

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

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

#### **14. Taxes**

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

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

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

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

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

#### **17. Discrimination**

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

#### **18. Waiver**

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

#### **19. Severability**

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

#### **20. Notice**

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

#### **21. Captions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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