

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR COMPTROLLER***

**REQUEST FOR PROPOSALS  
FINANCIAL AUDIT SERVICES  
*RFP #19-12***

**Proposal Due Date: October 1, 2018 at 2:00 p.m.**

**AUGUST 2018**

**Ruthanne Fuller, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

## FINANCIAL AUDIT SERVICES

### TABLE OF CONTENTS

	<u>Page #</u>
Cover Sheet	1
Table of Contents	2
Part I. Request for Competitive Proposers	3
• Information Furnished to Proposers	4
○ General Information	4
○ Description of Financial Records	5
○ Required Services	6
○ Timing Considerations	8
○ City Responsibilities	9
○ Billings	10
○ Additional Information	10
Part II. Information to be Supplied by Proposers	10
• Equal Opportunity & Local Opportunity Provisions	12
Part III. Schedule for Selection of Public Accounting Firm	13
Part IV. Rule For Award and Comparative Evaluation Criteria	14
○ Auditor Level Experience	14
○ Firm Municipal Audit Experience	15
○ Size of Municipalities Audited	15
○ CAFR Experience	15
○ Experience and Continuing Education Resources	15
Part V. Price Proposal Sheets	17-18
Part VI. Required Forms from City of Newton to be included with Technical Proposal	
• Qualifications and References Form	19-20
• Certificate of Non-Collusion	21
• Certification of Tax Compliance	22
• Certificate of Foreign Corporation	23
• Debarment Letter	24
• IRS Form W-9	25
Part VII. Contract Forms (not necessarily the finalized version)	27-30

**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL #19-12**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Consultants for:

**FINANCIAL AUDIT SERVICES**

Proposals will be received until: **2:00 p.m., Monday, October 1, 2018**  
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Proposers shall submit two (2) separate sealed proposals, (i) a non-price proposal containing everything responsive to this RFP except for the proposer's price (Technical Proposal) and (ii) a Price Proposal. Immediately following the deadline for proposals, all Technical Proposals received within the time specified will be privately opened and the City shall post a notice of all proposers submitting proposals.

Each proposer shall submit an original and fourteen (14) paper copies and one digital copy of its Technical Proposal and one (1) copy of its Price Proposal.

This RFP and all related documents and attachments (collectively, "Contract Documents") will be available online at: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or pick up at the Purchasing Department after **10:00 a.m., August 23, 2018**.

The term of this contract **shall extend from the date of execution through the later of December 31, 2023, or the date of presentation to the City Council of the final audited financial statements for the fiscal year ended June 30, 2023.**

An evaluation committee shall review, evaluate and rate each Technical Proposal and rank each proposal based on the Evaluative Criteria in the RFP. Upon completion of the evaluations, the City will open the Price Proposals.

The City will award a contract, if at all, to the Contractor it determines most advantageous, taking into consideration both the Technical and Price Proposals.

Once you've downloaded this RFP from the internet website [www.newtonma.gov/bids](http://www.newtonma.gov/bids), please email ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) your company's Name, address, EMAIL, phone, fax AND RFP NUMBER (19-12) and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addenda.

The City will reject any and all proposals if it determines it is in its best interest to do so. In addition, the City reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read  
*Chief Procurement Officer*  
August 23, 2018

**CITY OF NEWTON, MASSACHUSETTS**  
**REQUEST FOR COMPETITIVE PROPOSALS #19-12**  
**INDEPENDENT FINANCIAL AUDIT SERVICES**  
**Fiscal Years 2019 through 2023**

*Although this Proposal is exempt from the requirements of Massachusetts General Laws Chapter 30B, Uniform Procurement Law (see M.G.L. c. 30B, §1(b)(15)), the City has elected to procure services using a sealed competitive proposal process. The City reserves the right to modify the terms hereof and select any proposer it deems the most advantageous. The only terms of this procurement are those set forth herein.*

The City of Newton, Massachusetts invites qualified public accounting firms, licensed to practice in the Commonwealth of Massachusetts and with prior experience in the municipal financial statement audits of organizations similar to the City of Newton, to submit written fix-fee proposals to conduct the annual financial audit for each of the five fiscal periods FY2019 through FY2023. This assignment shall cover the following components: audit of the year-end Comprehensive Annual Financial Report; audit of the City's federal awards; preparation of a management letter with recommendations for improvements in the City's financial reporting and controls over financial reporting; examination of the Newton Public School's End of Year Report submitted to the Department of Elementary and Secondary Education (DESE) of the Commonwealth of Massachusetts in accordance with DESE procedures. The assignment shall be carried out in accordance with the specifications summarized below.

The quoted fee shall be all-inclusive for all required services. The City expects to award the contract to the public accounting firm that is deemed responsible and responsive (as defined in M.G.L. c. 30B, §2) to the City's requirements, that proposes the most reasonable fee structure for the next five-year period and is otherwise determined to be the most advantageous proposer, as determined solely by the City of Newton.

**I INFORMATION FURNISHED TO PROPOSERS:**

**General Information**

The City of Newton has a population of approximately 90,000; occupies a land area of approximately 18.33 square miles; and has a fiscal year 2019 General Fund appropriated budget of \$412.5 million and a combined fiscal year 2019 operating budget of \$477.4 million which includes the General Fund, Community Preservation Fund, Stormwater Management Fund, Sanitary Sewer Fund, and Water Fund.

The City is governed under a home-rule charter, which vests executive responsibility with a Mayor who is elected for a (4) year term. The Mayor currently has two principal deputies – a Chief Financial Officer and a Chief Operating Officer. All Department heads except for the City Clerk/Clerk of the Council and the City Comptroller are appointed by and serve at the pleasure of the Mayor. Legislative and oversight responsibilities are vested in a (24) member City Council who are elected for (2) year terms. The City Council appoints the City Clerk/Clerk of the Council and City Comptroller for (2) year terms.

The senior financial management team of the City consists of the Chief Financial Officer; the Treasurer/Collector; the Director of Assessment Administration; the School Director of Finance; the Chief Procurement Officer; the Director of Financial Information Systems, and the City Comptroller. An (8) member Finance Committee of the City Council serves as the principal financial oversight body and is

assisted by a separate Financial Audit Advisory Committee consisting of four members of the City Council; one School Committee member; and four Newton residents with financial expertise.

For external financial reporting purposes, the City currently reports on (3) major governmental funds and (16) non-major governmental funds; two enterprise funds; (4) internal service funds; and (13) fiduciary funds.

In addition to the City, the reporting entity consists of a defined benefit Contributory Retirement System, which had net assets of \$351.2 million at December 31, 2017. A (5) member Retirement Board and two staff members administer the Retirement System. All System assets are invested with the Massachusetts Pension Reserve Investment Trust except the System's temporarily idle cash which is held in a separate MMDT account with the State Treasurer. The Board contracts for an annual actuarial valuation of the system's liabilities and strictly follows an approved funding schedule. The Retirement System administrator prepares monthly financial reports for the Retirement Board and the City Comptroller's Office prepares year-end external financial statements and notes for the Retirement System.

The City currently has two discretely presented component units of the reporting entity - the Newton Community Development Authority (formerly the Newton Redevelopment Authority), and the Newton Commonwealth Golf Foundation. The Newton Community Development Authority (NCDA) was created by Chapter 705 of the Acts of 1975 to develop housing programs for City low and moderate-income families, as well as for elderly and handicapped residents of the City. At June 30, 2017, the NCDA had assets of \$4.3 million. Beginning in fiscal year 2011 all NCDA activity was brought onto the City's general ledger and is under the control of the Comptroller. The audit firm will be expected to audit the NCDA as part of the City's audit.

There is no requirement to issue a separate NCDA audit report.

The Newton Commonwealth Golf Foundation (NCGF) was established in 1982 for purposes of overseeing the administration of the Newton Commonwealth Golf Course. The NCGF contracts with a private management company for the operation and care of the golf course. NCGF financial records are maintained by the Treasurer of the NCGF and the NCGF contracts with a separate certified public accountant for the annual audit of the NCGF's financial statements.

The City has prepared a Comprehensive Annual Financial Report since 1998. The most recent audit of the City of Newton and its component units was for the fiscal year ended June 30, 2017. The public accounting firm of CliftonLarsonAllen LLP completed this audit and all annual audits since 2014. There are no qualifications to this audit opinion. CliftonLarsonAllen LLP is conducting the audit for the fiscal year ended June 30, 2018.

### **Description of Financial Records**

All City accounting records except for parking ticket receivables are maintained in-house.

FINANCE PLUS, the City's current financial software, is no longer supported by SUNGUARD Corporation and must be replaced. The financial records for the year ending June 30, 2019 will be maintained on the existing software system. The City has entered into a contract with Tyler Technologies for acquisition of its MUNIS system - a fully integrated financial and human resources management information system, with target implementation dates of July 2019 for financial transactions and January 2020 for payroll and human resources transactions. In preparation for MUNIS, the City has developed a new chart of accounts and has initiated staff training on new and updated processes to perform financial and other functions in the new

system. Tax and utility billings and detailed receivable records are currently maintained by MUNIS software; thus, once the new MUNIS goes live, the electronic bridge to FINANCE PLUS by City Information Technology Department staff will no longer be required. The fund accounting; budget preparation; purchasing and requisitioning; and payroll/human resources modules of the new MUNIS system will be completely integrated. The new modules will be used for all City financial activities, including the disbursement of contributory and non-contributory retirement benefits. Capital asset accounting is done in a Microsoft Excel workbook and the Treasurer's cashbook is maintained in Quickbooks. PDF copies of all purchase orders; paid vendor invoices; payrolls; cash receipt schedules; and journal entries (with supporting detail) are maintained by the City.

Both City and Retirement system accounts are closed on a monthly basis. Complete budgetary basis financial reports are posted on the Comptroller's page of the City website on a quarterly and annual basis, and monthly updates are posted for selected purposes, as requested by either executive or legislative branches of City government or deemed important by the City Comptroller. Annual budgetary basis financial reports are prepared and issued within 90 days after the end of the fiscal year and all state and federal budgetary basis financial reporting is current.

Copies of the City's audited Comprehensive Annual Financial Report, Single Audit Report and Management Letter for June 30, 2017 and for prior years may be downloaded from the City's website as follows:  
<http://www.newtonma.gov/gov/comptroller/new.asp>

### **Required Services**

Required services for each fiscal period audit consist of:

1. An independent financial audit of the City's Comprehensive Annual Financial Report and federal awards programs, conducted in accordance with auditing standards generally accepted in the U.S., Government Auditing Standards promulgated by the Comptroller General of the U.S., and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance).
2. Completion of the Massachusetts DESE's Report on Applying Agreed Upon Procedures over compliance applicable to Massachusetts School Districts' End of Year Pupil and Financial Report for each of the next five fiscal years.
3. Two (2) site visits or special project reviews as chosen annually by the Financial Audit Advisory Committee and/or the Chair of the City Council's Finance Committee, with any findings and recommendations to be reported in the Management Letter.
4. Completion of a written Management Letter which shall identify any control deficiencies and/or opportunities for strengthening internal controls and operating efficiencies as may have come to the auditor's attention during the conduct of the audit. The final copy of the Management Letter shall include the response of city management to each comment including, where appropriate, city management's anticipated implementation schedule.
5. In addition to completing the annual audit, the accounting firm shall be available during normal business hours, throughout the contract period, to provide the City with advice and guidance on financial accounting and reporting issues.

6. The accounting firm will also be expected to keep the City staff informed of requirements regarding all new accounting and financial reporting pronouncements of the Governmental Accounting Standards Board, the United States Office of Management and Budget, and the Commonwealth of Massachusetts.
7. The accounting firm shall provide sufficient continuing education resources to City staff for them to effectively meet their responsibilities under all such new requirements.
8. The successful proposer will designate a senior staff member, at the manager or partner level, who will be responsible for ensuring responsiveness to communications from the Comptroller or other designees concerning any aspect of the audit engagement and the continuing education and communication provisions described above.

All audit work-papers that are the property of the auditors shall be considered public records and shall be retained for a period of time designated by the Commonwealth of Massachusetts's Supervisor of Public Records. Work-papers shall be available for examination or duplication without charge to authorized City personnel, representatives of Federal or State Agencies upon request of that Agency or the City in accordance with Federal Law, State Law and other regulations. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the City.

Deliverables shall consist of:

1. (35) printed and bound copies of the audited annual Comprehensive Annual Financial Report, including the necessary audit opinion letters.
2. (1) unbound copy of the Comprehensive Annual Financial Report.
3. (1) electronic pdf file containing the Comprehensive Annual Financial Report.
4. (35) printed and bound copies of the federal single audit report, including necessary audit opinion letters and (1) pdf copy.
5. (35) printed and bound copies of the annual management letter and (1) pdf copy.
6. (10) printed and bound copies and (1) pdf copy of the Massachusetts DESE's Report on Applying Agreed-Upon Procedures over compliance Applicable to Massachusetts School Districts' End of Year Pupil and Financial Report.

The auditors shall be responsible for distribution of such final reports as are required to be sent to any state and federal regulatory and oversight agencies.

Senior representatives of the firm shall be available to meet up to four times per year with the City's Financial Audit Advisory Committee; conduct an annual audit planning conference with the Comptroller at least one month prior to the start of each annual audit; provide the Comptroller with periodic progress reports during the course of both preliminary and final audit field work on a mutually agreeable schedule; be available to make formal presentation of the results of the audit separately to the City Council's Finance Committee and, if requested, to the full City Council in public session.



## Timing Considerations

Qualified public accounting firms wishing to submit a formal proposal for providing independent audit services to the City of Newton for the next (5) years should forward (15) printed copies of their proposal and one electronic file in digital format to:

Chief Procurement Officer  
City of Newton  
Room 201  
1000 Commonwealth Avenue  
Newton, Massachusetts 02459

not later than 2:00 P.M. (Eastern Standard Time) on **Monday, October 1, 2018**.

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the fee the proposer will charge for services hereunder and (ii) a Price Proposal, which shall consist solely of the proposer's fee. Proposers shall submit one **original and copies of the Technical Proposal** in one envelope and **one (1) Price Proposal** in a separate sealed envelope. Please ensure that Technical and Price Proposals are submitted in **separate sealed envelopes**. A copy of the Technical Proposal in digital format is required. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

The Proposal envelopes shall be marked as follows:

1. **ENVELOPE A**

**“TECHNICAL PROPOSAL - RFP #19-12 – “Financial Audit Services”**

and

2. **ENVELOPE B**

**“PRICE PROPOSAL – RFP #19-12 – “Financial Audit Services”**

Technical Proposals must be submitted in accordance with the Technical Proposal requirements set forth at pp. 10-12 below. **There is no special form for proposers to provide non-price information; proposers may provide the information necessary for the City to rank their qualifications in any form they like, so long as all information is provided. The proposer shall acknowledge all addenda, if any, in its Technical Proposal transmittal letter.**

**IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED**

Any proposals received after 2:00 P.M. on October 1, 2018 will not be accepted. In the event that Newton City Hall or the Purchasing Department is closed on the date or at the time that proposals are due, the date and time for receipt of bids shall be at the same time on the next business day following that the Newton City Hall and the Purchasing Department are open.

Proposers shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions. Any request for clarification or interpretation of this Request For Proposals (RFP) shall be made solely by written request submitted



electronically to the City Purchasing Department at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile at (617) 796-1227. The City will only answer such requests if received **by Monday, September 24, 2018, at 12:00 noon**. Interpretation, correction, or change in the RFP will be made by addendum which will become part thereof. The City will not be held accountable for any oral communication. Addenda will be emailed to every individual or firm on record as having taken a copy of the RFP.

**Proposers contacting ANY CITY EMPLOYEE regarding this RFP, outside of the Purchasing Department, once the RFP has been released, may be disqualified from the procurement process.**

Members of the Financial Audit Advisory Committee and Finance Committee of the City Council reserve the right to jointly interview all responsive and responsible proposers during the months of October and November and will recommend appointment of the independent auditor to the full City Council (the appointing authority for the auditors). The City intends to award the audit services contract in December 2018 to the firm making the most advantageous proposal, based on that proposer's Technical and Price Proposals.

The City expects the preliminary audit work, including the audit of the Newton Contributory Retirement System, to begin on or about April 1 of each year, and to be completed not later than June 30 of each year. No audit work is to be undertaken during the July 1 to August 15 time frame. The City would expect the audit of the financial statements, notes, and Management Discussion & Analysis (MD&A) components of the Comprehensive Annual Financial Report to begin between September 15 and October 15 of each contract year, and that fieldwork would be completed, and the draft of the audited financial statements and the management letter would be provided to the City on or about December 15 of each contract year. Presentations of the results of the audit are expected to be made to the Audit Advisory Committee and Finance Committee of the City Council within a time frame of December 15 – January 15 of each contract year.

### **City Responsibilities**

The City of Newton will provide the successful accounting firm with the following assistance in the completion of the annual audit:

Copies of the City's Budgetary Basis Annual Financial Report and files used in the preparation of the document.

A budgetary basis trial balance for all general ledger, revenue, and expenditure ledger accounts.

Adjusting journal entries, with supporting documentation, necessary for the preparation of fund financial statements.

Schedules and supporting documentation for the allocation of all expenses necessary for the preparation of government-wide financial statements.

Tables and supporting documentation for note disclosures.

MD&A

Schedule of federal financial assistance.

Written confirmation documents for mailing by the accounting firm.

PDF copies of all necessary records and documents for audit papers, including tax recap sheets, appropriation orders, cash reconciliations, and debt statements. As time permits, the City will also assist in the pulling and filing of invoices and other source documents.

### **Billings**

Progress payments may be billed monthly for actual services rendered to date. The City will not pay more than 2/3 of the annual contract value until the final report is delivered and the final presentation has been made to the Finance Committee of the City Council.

### **Additional Information**

If it becomes necessary to revise any part of this RFP or otherwise provide additional material information, an addendum or addenda will be issued by the City and furnished to all firms that have received a copy of this document.

All proposals become the property of the City of Newton and are subject to disclosure as required by Massachusetts General Laws and the ordinances and regulations of the City of Newton.

The City is not and will not be liable for any cost(s) incurred in the preparation of responses to this RFP.

The City reserves the right to reject any and all proposals if it is determined to be in the best interests of the City of Newton.

The City reserves the right to schedule interviews with respondents it deems to be finalists, based upon the Evaluation Criteria set forth herein.

## **II INFORMATION TO BE SUPPLIED BY PROPOSERS:**

In order to simplify the evaluation process and obtain maximum comparability, the City requires that all responses to this RFP be organized in the manner described in this section. Any material deviation from this format may result in disqualification of the proposal.

### **Technical Proposal**

- A) Title Page  
RFP Title  
Name of Proposer  
Address and telephone number of proposer  
Name of primary contact  
Submission date

- B) Letter of Transmittal  
Briefly state the proposer's understanding of the work to be performed and make a positive commitment to complete all work and deliver all written reports within the specified time frames.

Specify an all-inclusive fixed fee for each engagement year, and state that your proposal is valid for a period of (90) day.

The letter must be signed by an individual authorized to contractually bind your firm (please provide written evidence of the authorization).

C) Table of Contents

Include a clear identification of the material by section, and page number.

The following sections are required:

i) Professional Experience

Describe your Massachusetts municipal auditing experience during the past five-year period. Identify the specific partner and staff that will be assigned to this engagement and provide copies of the resumes of each. Each resume must identify specific Massachusetts municipal audit experience, by client name and the time period, and provide a description of the nature of audit services provided by each individual expected to be assigned to the Newton audit.

Provide a description of your firm's municipal auditing continuing education program, including any continuing education and training that you provide to clients.

Describe the professional quality control program employed by your firm for municipal audits. Please include a copy of the results of the last professional peer review of your firm.

Provide the name, address, and telephone number of at least (3) Massachusetts municipal audit client references in organizations of similar size and complexity as the City of Newton that the City can contact.

Identify any Massachusetts government clients lost over the previous three years and provide an explanation for each as to the primary reasons why you believe they discontinued your services.

Provide evidence of staff experience with the audit requirements set forth in 2 CFR Chapter II, Part 200.

ii) Audit Approach

State the proposer's understanding of the services to be performed and the work products to be delivered.

Submit a detailed work plan, including time estimates and staffing requirements for each major component of the engagement. Please include a brief description of the specific audit procedures that you anticipate using in each segment of the audit (cash; revenue; expenditures; etc.).

Provide a description of the additional services that your firm would be willing to provide to the City, in connection with the audit, but at no additional cost, including a description of the process that will be used to provide City staff with continuing education and training on new financial reporting requirements of the Governmental Accountings Standards Board.

iii) Compensation

State the estimated number of hours, which you expect to commit, by staff level, for each component of the engagement, by year.

iv) Additional Information

To the extent not otherwise covered above, add any additional comment or information that may be required to be responsive to the comparative evaluation criteria, Items A through E, found on Pages 14 through 16 herein.

Provide any additional information, which you believe, would be useful to the City in evaluating your proposal, including (for example) any comments or observations that you might have about specific financial procedure or reporting improvements based on your knowledge of Newton's operations or generally based on your knowledge of common shortcomings or challenges experienced in auditing other jurisdictions.

v) Required Forms

Each proposer shall submit with its Technical Proposal, duly completed and/or executed copies of the following forms. Forms are attached at Part VI of this RFP.

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page

### **Price Proposal**

Each proposer shall complete, sign and separately submit the form of Price Proposal attached hereto at Part V of this RFP.

### **EQUAL OPPORTUNITY AND LOCAL OPPORTUNITIES PROVISIONS**

The work covered by this RFP is assisted by Federal funds under Title I of the Housing and Community Development Act of 1974, as amended, and is subject to the provisions listed below. Respondents understand and agree to adhere to the following provisions, including filing, reporting and workforce statements, as applicable.

## **EQUAL OPPORTUNITY**

Title VI, Civil Rights Act of 1964, as amended  
Section 109, Housing and Community Development Act of 1974, as amended  
Title VIII, Civil Rights Act of 1968, as amended.  
Executive Order # 11063  
Executive Order # 11246

*The City of Newton is an Equal Opportunity Contractor*

### **III SCHEDULE FOR SELECTION OF PUBLIC ACCOUNTING FIRM**

- Finalize Request for Competitive Proposal Document – August 2018
- Issue Request For Proposals– August 23, 2018
- Docket item before City Council for Selection of Independent Financial Auditor for the next five-year period – September 17, 2018
- Audit Services Proposals Due – October 1, 2018
- Distribution of Audit Services Proposals to Finance Committee & Financial Audit Advisory Committee – October 2, 2018.
- Financial Audit Advisory Committee Interviews – Week of October 22, 2018 (tentative, at the option of the City).
- Finance Committee vote on recommended audit firm to full City Council – November 26, 2018
- City Council vote to select audit firm – December 3, 2018
- Engagement letter/contract signing – January 2019
- Preliminary audit work begins – April/May 2019
- Final audit work begins – September/October 2019

## **IV. RULE FOR AWARD AND COMPARATIVE EVALUATION CRITERIA**

### **Rule for Award**

The contract will be awarded to that proposer deemed by the City Council of the City of Newton to have submitted the most advantageous proposal taking into consideration all relevant information, including without limitation the proposers' Technical and Price Proposals and the results of any and all interviews. The City reserves the right to reject any and all proposals if determined to be in the best interests of the City.

### **Evaluation of Proposals**

An Evaluation Committee made up of members of the City of Newton's Financial Audit Advisory Committee will review all proposals. Proposals will be evaluated in accordance with the four comparative evaluation criteria below. Final selection of the most advantageous proposal will be based upon an evaluation and analysis of the information and materials provided pursuant hereto. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to each comparative evaluation criterion.

The evaluations of the Financial Audit Advisory Committee will be submitted to the Chief Procurement Officer (CPO) who will review them and transmit a consolidated evaluation and recommendation to the Finance Committee of the City Council. The Finance Committee will make a recommendation to the full City Council, which will then award the contract to the proposer that is deemed most advantageous based on price and non-price proposals. The City Council shall have full discretion to award the contract and while it may consider the evaluations and recommendations of the evaluators and the CPO, it shall not be bound by either.

Proposals will be evaluated and rated on the basis of the following five (5) Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Ratings for Comparative Criteria will be weighted as noted.

#### **A. Auditor Level experience (20%)**

**Highly advantageous** – Firms who have more than 3 CPA's who have 10 or more years of experience auditing Massachusetts municipalities.

**Advantageous** – Firms who have 2 CPA's who have at least 10 year or more years of experience auditing Massachusetts municipalities.

**Not advantageous** – Firms with fewer than 2 CPA’s who have at least 10 years of experience auditing Massachusetts municipalities.

**B. Firm Municipal Audit Experience (20%)**

**Highly advantageous** – Firms who have completed 15 or more Massachusetts municipal audits each year for fiscal 2015 through fiscal 2017.

**Advantageous** – Firms who have completed 10 but fewer than 15 Massachusetts municipal audits each year for fiscal 2015 through fiscal 2017.

**Not advantageous** – Firms who have completed less than 10 Massachusetts municipal audits each year for fiscal 2015 through fiscal 2017.

**C. Size of Municipalities Audited (15%)**

**Highly advantageous** – Firms who have experience auditing at least 5 Massachusetts municipalities with greater than \$200 million in General Fund revenues for each of the periods fiscal 2015 through fiscal 2017.

**Advantageous** – Firms who have experience auditing at least 2 Massachusetts municipalities with greater than \$200 million in General Fund revenues for each of the periods fiscal 2015 through fiscal 2017.

**Not advantageous** – Firms who have \ experience auditing fewer than 2 Massachusetts municipalities with greater than \$200 million in General Fund revenues for each of the periods fiscal 2015 through fiscal 2017.

**D. CAFR Experience, with a report that has been prepared generally in accordance with CAFR standards established by the Government Finance Officers Association (GFOA) (25%)**

**Highly advantageous** – Firms who have experience auditing a Massachusetts municipality that has prepared a Comprehensive Annual Financial Report, for at least five separate municipal clients during the period fiscal 2015 through fiscal 2017.

**Advantageous** – Firms who have experience auditing a Massachusetts municipality that has prepared a Comprehensive Annual Financial Report, for at least one but less than five separate municipal clients during the period fiscal 2015 through fiscal 2017.

**Not advantageous** – Firms who have no experience auditing a Massachusetts municipality that has prepared a Comprehensive Annual Financial Report, during the period fiscal 2015 through fiscal 2017.

**E. Experience and Continuing Education Resources of the Firm (20%)**

**Highly advantageous** – Firms who have been in the business of auditing Massachusetts municipalities for at least 10 years and who can demonstrate:

1. the availability and commitment of resources to the continuing education needs of its clients;



2. demonstrated knowledge of existing statements of the Governmental Accounting Standards Board (GASB), assistance with client implementation of such standards, and the implications for the future of municipal finance administration of the current GASB work program and pending statement implementation schedules.

**Advantageous** – Firms who have been in the business of auditing Massachusetts municipalities for less than 10 years but can demonstrate points 1 and 2 above.

**Not advantageous** – Firms who have been in the business of auditing Massachusetts municipalities for less than 10 years and cannot demonstrate points 1 and 2 above.

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**PART V PRICE PROPOSAL #19-12 - FINANCIAL AUDIT SERVICES**

**A.** The undersigned proposes to furnish all services and perform all work in accordance with the Request For Competitive Proposals prepared by the City entitled:

**INDEPENDENT FINANCIAL AUDIT SERVICES**

**B.** This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

**C.** The contract price(s) will be shall be deemed to be the sum\* of the following.

\* For purposes of comparing the total fee over the proposed 5-year contract term, the City reserves the right to adjust prices of annual fees to present value by applying a discount rate of 2%.

**Comprehensive Annual Financial Report – City of Newton**

Fiscal Year Ended June 30, 2019	\$ _____
Fiscal Year Ended June 30, 2020	\$ _____
Fiscal Year Ended June 30, 2021	\$ _____
Fiscal Year Ended June 30, 2022	\$ _____
Fiscal Year Ended June 30, 2023	\$ _____
<b>SUB TOTAL</b>	<b>\$ _____</b>

**Federal Single Audit Report (cost per major program)**

Fiscal Year Ended June 30, 2019	\$ _____
Fiscal Year Ended June 30, 2020	\$ _____
Fiscal Year Ended June 30, 2021	\$ _____
Fiscal Year Ended June 30, 2022	\$ _____
Fiscal Year Ended June 30, 2023	\$ _____
<b>SUB TOTAL</b>	<b>\$ _____</b>

**Department of Education Year-End Pupil and Financial Report Compliance Review Report**

Fiscal Year Ended June 30, 2019	\$ _____
Fiscal Year Ended June 30, 2020	\$ _____
Fiscal Year Ended June 30, 2021	\$ _____
Fiscal Year Ended June 30, 2022	\$ _____
Fiscal Year Ended June 30, 2023	\$ _____
<b>SUB TOTAL</b>	<b>\$ _____</b>

Grand Total \_\_\_\_\_ and \$ \_\_\_\_\_  
(Written word) (Numerical)

COMPANY NAME \_\_\_\_\_

**D.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

**E.** The undersigned agrees that, if selected, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Date \_\_\_\_\_  
\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail Address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**PART VI REQUIRED FORMS FROM CITY OF NEWTON TO BE INCLUDED WITH TECHNICAL PROPOSAL**

**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A MBE? \_\_\_\_\_ YES \_\_\_\_\_ NO WBE? \_\_\_\_\_ YES \_\_\_\_\_ NO or MWBE? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:(\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## CERTIFICATE OF NON-COLLUSION

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned 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 or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name: \_\_\_\_\_

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

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

Print Name: \_\_\_\_\_

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

- \* The provision in this Certification relating to child support applies only when the Contractor is an individual.
- \*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- \*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.



## CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

**The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.**

---

**Name of person signing proposal**

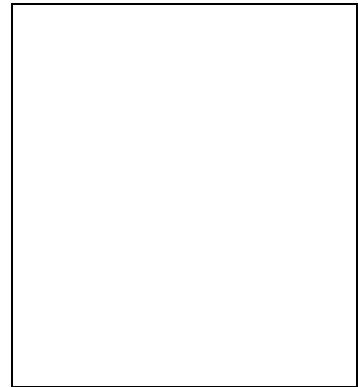
---

**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*





Mayor  
Ruthanne Fuller

**Purchasing Department**  
Nicholas Read ☎ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request For Proposals #19-12

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Company)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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.

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

Social security number
or
Employer identification number

### 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).

**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 4.

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

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## **PART VII CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- \_\_\_\_\_

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

## FINANCIAL AUDIT SERVICES

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #19-12 issued by the Purchasing Department;
- c. The Project Manual, including the General Conditions for Financial Audit Services, including The Instructions To Bidders; General Conditions; Special Conditions; MBWE Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; and any related documents referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR in connection with the Project.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from the date of execution through December 31, 2023.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Information Technology Department specifying the work to be performed. The

Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

*Comptroller*

Date \_\_\_\_\_

*Affix Corporate Seal Here*

Date \_\_\_\_\_

Certified that City funds are available in the following accounts:

0110401-530201 -

Approved as to Legal Form and Character

98701680-530201 -

By \_\_\_\_\_

*Associate City Solicitor*

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.

Date \_\_\_\_\_

By \_\_\_\_\_

*Comptroller of Accounts*

**CONTRACT AND BONDS APPROVED**

Date \_\_\_\_\_

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_



## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute 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.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.