

OTHER POST-EMPLOYMENT BENEFITS TRUST FUND
BOARD OF TRUSTEES MEETING

Tuesday, January 17, 2017

10:00 AM
Chamber

AGENDA

- RFP for OPEB Actuarial Services
- Open Discussion

POSTED
City Clerk

RECEIVED

By ssullivan at 12:09 pm, Jan 12, 2017

City of Newton



Purchasing Department
Nick 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

Setti D. Warren
Mayor

Request For Price Quotation

The City of Newton, acting through the Purchasing Department, seeks quotations for **professional actuarial valuation services for its Other Post Employment Benefit (OPEB) obligations**. You are invited to provide quotes on these services subject to the terms and conditions set forth herein and attached hereto.

Quotations shall be received by the City of Newton no later than **5:00 p.m. on Monday April 14, 2014**. Quotes shall be addressed to Nick Read, Chief Procurement Officer and shall either be emailed to purchasing@newtonma.gov or faxed to 617-796-1227. All Quotes must include transportation, labor, supervision, materials, equipment, and delivery charges. Quoted prices must remain in effect a minimum of thirty (30) days after the quote response deadline.

Questions regarding this procurement shall be addressed to Nick Read, Chief Procurement Officer and shall either be emailed to purchasing@newtonma.gov or faxed to 617-796-1227.

All prices shall be F.O.B. Destination City of Newton, 1000 Commonwealth Avenue, Newton Centre, MA 02459.

The term of this contract shall begin on July 1, 2014 and shall terminate with the delivery and acceptance of the actuarial valuation report for the City's fiscal year ending on June 30, 2016. Although the City is seeking quotes, the services solicited are exempt from Chapter 30B as they are to be provided by a "related professional." M.G.L. c. 30B, §1 (b)(32A). Accordingly, although the City will award the contract to a responsible and responsive contractor only, the City shall select the contractor that it deems most advantageous taking into consideration all relevant factors

THE VENDOR SUBMITS THE PRICE QUOTATION OF \$_____ AND THE ANNUAL VALUATION REPORTS WILL BE AVAILABLE NOT LATER THAN 60 DAYS FROM THE CITY'S SUBMISSION OF ALL REQUIRED DATA FOR THE PAST FISCAL YEAR.

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).

Company

X _____
Print Name and Title of Person Signing

All Quotations Must Be Signed

X _____
Signature of Vendor

Street Address

City, State Zip Code

Telephone Number Fax Number

Email Address

CITY OF NEWTON, MASSACHUSETTS
COMPTROLLER'S OFFICE
OPEB ACTUARIAL VALUATION SERVICES

The City of Newton, Massachusetts is seeking fixed price quotes for actuarial valuation services for its Other Post Employment Benefit (OPEB) obligations for the fiscal years ending June 30, 2014; June 30, 2015; and June 30, 2016. OPEB assets are accounted for and reported in an irrevocable OPEB Trust Fund for management and external financial reporting purposes.

These services are necessary in order to provide a reasonable estimate of the City's accrued liabilities as of June 30 of each fiscal year in accordance with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB), and for determining an appropriate level of annual contributions to the OPEB fund in order to adequately fund the liabilities within the timeframe prescribed by the GASB. The City has not yet adopted a formal funding plan, but does make ongoing contributions to the fund equal to 2.5% of compensation for all employees who have begun participating in the City's group health plan after June 30, 2012.

The City expects that the total value of the contract for the three year term will be less than \$25,000. In no event can the total contract exceed \$24,999. The City will award the contract to the responsive and responsible quoter offering the lowest price that is less than \$25,000. In order to be considered responsive and responsible all quotes must meet the following minimum criteria:

- 1) All work must be performed under the direction of a professional actuary with a designation of Fellow of the Society of Actuaries (FSA), and the professional actuary must have a minimum of 5 years of experience performing valuations of state and/or local government OPEB obligations in accordance with the financial reporting requirements of the Governmental Accounting Standards Board.
- 2) The quoter must demonstrate experience providing OPEB actuarial valuation services to at least 10 state and/or local government clients within the last five years.
- 3) The bidder must agree to provide the City with a draft written report within 60 days of the receipt of all required information from the City.
- 4) The bidder must agree to provide the City's independent financial auditor with any documentation and or certifications that are deemed reasonable and necessary by both the City and the independent auditor for purposes of the auditor rendering an opinion on the City's external financial statements.
- 5) The City shall determine that the quoter has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.

INSTRUCTIONS TO VENDOR

1. ALL QUOTATIONS MUST BE SIGNED.

TERMS AND CONDITIONS

By signing this quotation, the vendor acknowledges and agrees to the following terms and conditions:

1. This Request for Price Quotation is governed by M.G.L. c.30B.
2. Unless otherwise stated, the quantities set forth are ESTIMATES ONLY. The City reserves the right to purchase the items specified in any amount less than the estimated amount.
3. The City is exempt from the following taxes: sales, excise and Federal transportation.
4. The City reserves the right to reject any or all quotes when the City determines that it is in the best interest of the City to do so.
5. The City will award the contract to the responsible vendor offering the needed quality of supply or service at the lowest quotation.
6. All supplies must be property packaged; damaged supplies will not be accepted.
7. Rejected supplies will be returned to the vendor at the vendor's sole risk and expense.
8. The vendor shall comply with all applicable Federal, State, and Local laws.
9. Where the unit price and the total price are at variance, the unit price will prevail.
10. The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the vendor's performance under this Agreement.
11. MATERIAL SAFETY DATA SHEETS: Pursuant to G.L. c. 111F, § 8, 9, 10, the Vendor agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the aforementioned laws.
12. In performance of this contract, the vendor shall not discriminate on the grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of material or rental of equipment. The City may cancel, terminate, or suspend the contract in whole or in part for any violation of this paragraph.
13. The vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.
14. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/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 Supplies and/or Services delivered after the effective date of termination.

X

Date

X

Signature of Vendor

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.

Social security number
OR
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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,

Town Manager
 Needham Town Hall
 1471 Highland Avenue
 Needham, Massachusetts 02492
 Telephone 781-455-7500

Acknowledgement of Receipt

Release Date	Monday, June 8, 2015
Bid Title	OPEB Actuarial Services
Bid Number	16GEN033G
Number of Documents	The Bid Package consists of one (1) PDF document.
Pre-Bid Conference	None
Questions Due	12:00 p.m. Friday, June 19, 2015
Proposals Due	11:00 a.m. Wednesday, July 1, 2015 Kate Fitzpatrick, Town Manager, Town Hall, 1471 Highland Avenue, Needham, MA 02492
<p>Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Office of the Town Manager at (781) 449-4569 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be rejected as not responsive.</p>	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (line 2) (Print)	
City, State, Zip	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
<p>* Addenda will be posted to the Town's website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.</p>	

**OPEB Actuarial Services
RFP 16GEN033G**

Released: Monday, June 8, 2015



Deadline for Questions – 12:00 p.m. Friday, June 19, 2015

Proposals Due
11:00 a.m. Wednesday, July 1, 2015
Kate Fitzpatrick, Town Manager
Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492

(Advertised in the Needham Times issue of Thursday, June 4, 2015)
(Advertised in Goods and Services Monday, June 8, 2015)

**Town of Needham
Invitation for Bids
Actuarial Services
RFP 16GEN033G**

The Town of Needham is accepting sealed proposals from qualified vendors to provide OPEB Actuarial services for up to a three year period. Copies of the Request for Proposals (RFP) package will be available beginning Monday, June 8, 2015 online at the Town's web site www.needhamma.gov/bids.aspx or by calling the Town Manager's Office 781-455-7500 between the hours of 8:30 a.m. – 5:00 p.m. Monday - Friday, and will be available until submission deadline. Please refer to the RFP for additional information. Sealed proposals must **submitted no later than 11:00 a.m. Wednesday, July 1, 2015** to Kate Fitzpatrick, Town Manager, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. LATE BIDS WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick
Town Manager
June 8, 2015

**OPEB Actuarial Services
16GEN033G
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Town of Needham Procurement in Brief		
Primary Procurement Contact	Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280	
Contract Manager	David Davison, Assistant Town Manager/Director of Finance Telephone: (781) 455-7500 x 220	
Event	Date	Details
Request for Proposal Title	OPEB Actuarial Services	
Contract Number	16GEN033G	
Request for Proposal (RFP) Available	Monday, June 8, 2015	Information and details of bidding requirements may be obtained at Office of the Town Manager, Needham Town Hall, Highland Avenue, Needham, Massachusetts 02492, or on-line at the Town's web site http://www.needhamma.gov/bids.aspx
Time and place for pre-bid meeting	None	
When and Where Proposals are Due*	11:00 a.m. Wednesday, July 1, 2015 LATE SUBMISSIONS WILL NOT BE CONSIDERED	Kate Fitzpatrick, Town Manager Needham Town Hall 1471 Highland Avenue, Needham, Massachusetts 02492 The bid is to be clearly marked on the outside of the package: OPEB Actuarial Services 16GEN033G
Deadline for Written Questions*	12:00 p.m. Friday, June 19, 2015	By Mail: Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492 By Fax: Fax 781-449-4569 By Email: pcentral@needhamma.gov Questions are to be clearly labeled as: OPEB Actuarial Services 16GEN033G-- Questions
Bidder Presentations	Tuesday, July 21, 2015	
Addenda	Addenda will be posted on the Town's website. If any changes are made to this bid, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having received the bid package.	
Number of Required Copies	One (1) original and six (6) paper copies. One (1) Electronic version on CD or Thumb drive version.	

Town of Needham Procurement in Brief		
Primary Procurement Contact	Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280	
Contract Manager	David Davison, Assistant Town Manager/Director of Finance Telephone: (781) 455-7500 x 220	
Event	Date	Details
Proposal Opening		Sealed proposals will NOT be publicly opened; a list of submitters will be made available after the submission deadline.
Bid Surety (bond) Requirements		A Bid bond is NOT required
Contract Length		This will be a three (3) year contract.
Contract Award**	The contract award should be within ninety (90) days after the submission deadline	Approval of Town Manager and Town Counsel is REQUIRED
Upon Award of Contract		
Payment Bond		Will NOT be Required
Performance Bond		Will NOT be Required
Insurance		Refer to Contract Terms.
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the Town Manager's Office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals, (b) until a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>		

PART 1 – REQUEST FOR PROPOSAL AND GENERAL REQUIREMENTS

1.01 ABOUT NEEDHAM

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has a population of 28,886 (2010 Federal Census) and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five-member Board of Selectmen. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an “AAA” credit rating from Standard and Poor’s.

The Town provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, town library, and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 - 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$120 million.

1.02 DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to provide actuarial services for its OPEB liabilities, factors in addition to price, will be required. The Town believes that the choice of a company requires an evaluation of their ability, experience, and past work product. Subject matter expertise, prior funding plan experience, experience and knowledge of the Commonwealth of Massachusetts Statutes and Regulations regarding health insurance for public employees and retirees, and other post-employment benefit systems of comparable size and complexity is necessary. Because the Town is funding its OPEB liabilities past experience and documentation from similar prior work that details methods and demonstrates ability to meet the services and deadlines required by the RFP is necessary. The contract will be awarded in accordance with M.G.L. Chapter 30B using the request for proposals procedure.

1.03 QUANTITIES

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

1.04 GENERAL CONTRACT TERMS, INSURANCE AND INDEMNIFICATION

The successful Bidder must enter into the Form Agreement prepared by the Town (Sample Available Online). In accordance with Massachusetts General Laws, the contract continuation beyond first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation or change in coverage, scope or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

Indemnification

The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the Contract and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

1.05 QUESTIONS REGARDING THE REQUEST FOR PROPOSAL (RFP)

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other

conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered.** All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that, in the opinion of the Town, require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

1.06 INFORMATION ABOUT CHANGES TO THE RFP (ADDENDA)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website.** Please check back on the website for addenda before submitting your bid to the Town. Bidders may not be notified individually of Addenda.

1.07 BID DEPOSITS AND BONDS

Refer to the Procurement in Brief section to see whether bid deposits, surety, payment and/or performance bonds are required.

1.08 RESERVED

1.09 PAYMENT AND DISCOUNT TERMS, ADJUSTMENTS FOR INCOMPLETE OR UNACCEPTABLE WORK

Payment Terms

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The purchase order number may change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

1.10 BID MODIFICATIONS OR WITHDRAWALS

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.11 PREMATURE OPENING OF A BID

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

1.12 UNEXPECTED CLOSURE OR DELAYS

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until **11:00 a.m.** on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

1.13 LATE SUBMISSIONS

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

1.14 REJECTION OF PROPOSALS

The bid must satisfy all the submission requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information.

1.15 TAXES

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.16 PUBLIC RECORDS

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this Bid. Thus vendors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded. Unless specifically addressed by statute, the Town may charge twenty cents (\$0.20) per page for photocopies, twenty-five cents (\$0.25) per page for microfilm copies and fifty cents (\$0.50) per page for computer printouts. The Town may charge the actual cost of reproducing a copy of a record that is not susceptible to ordinary means of reproduction, such as large computer records or over-sized plans. The Town may charge and recover a fee for the time an employee spends searching, redacting, photocopying and re-filing a record. The Town will provide a written, good faith estimate of the applicable copying, search time and segregation time fees to be incurred prior to complying with a public records request where the total costs are estimated to exceed ten dollars (\$10.00).

All proposals, materials, drawings, plans, etc. shall become the property of the Town and may be considered, under the Public Records Law, public information.

1.17 CONFLICT OF INTEREST

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

1.18 OTHER NOTICES

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

1.19 PRE-BID CONFERENCE

Refer to Procurement in Brief for details, if any.

1.20 RESERVED

1.21 CONTRACT AWARD

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town and to waive minor informalities.

Rule for Award

An award of contract will be to the responsible and eligible Bidder providing the most advantageous proposal based on the scope of services, evaluation criteria, references, and price. Although price is a consideration, it will not be the sole determinant for awarding this contract. **The Town will award only a single contract.**

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Needham will mail or email the contract to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds. The Town of Needham will then counter-sign the contracts and will return one complete contract to the Bidder.

Length of Contract

The contract is anticipated to be executed by the date indicated under **Procurement in Brief** for this bid. However, the Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected bidder is required to furnish all certificates of insurances required under the contract, in a form acceptable to the Town prior to the execution date. The contract shall be for a three (3) year period.

Bidders are expected to review the sample contract "Short Form Agreement". Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

Commencement of Services

The selected Bidder shall commence with the project upon notice of award by meeting with the Director of Human Resources and staff.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

End of Part 1

PART 2 – SCOPE OF SERVICES

2.01 - OVERVIEW

This Request for Proposal is being issued to hire an actuarial consulting firm to advise and update the Town's other post-employment benefit (OPEB) liability and funding schedule. The firm must have documented experience in the field. The Town has been appropriating monies for its OPEB liability per a funding schedule since 2008. The last liability update was July 1, 2013. The Town must have the valuation updated and incorporate the information into its financial statements for the year ending June 30, 2015. **The successful bidder must be prepared and committed to deliver the updated valuation for period ending June 30, 2015 no later than November 20, 2015.**

The following chart illustrates the Town/Employee Contribution to each insurance plan:

Plan	Subscriber	Town Contribution	Employee Contribution
Health Insurance	Active Employees	See Appendix A	
	Early Retirees	See Appendix A	
	Retirees (Medicare ineligible)	See Appendix A	
	Retirees (Medicare enrolled)	See Appendix B	
Basic Life Insurance	Active Employees and Retirees	50%	50%
Optional Life Insurance	Active Employees	0%	100%
	Retirees (only until age 70)	0%	100%
Dental	Active Employees	0%	100%
	Retirees (only COBRA 18mos)	0%	100%

2.01.01 Required Services

The successful bidder will provide the Town with a report on its post-employment benefits other than pensions and the application of GASB standards (statements 43 and 45). The successful bidder will update the Town's liability as of June 30, 2015 and revise the funding schedule. The awarded vendor will also provide an updated report for June 30, 2016 and June 30, 2017.

A thorough review of the post-employment health and life insurance programs benefits and the liabilities associated therewith. Analyze the data to assess any inconsistencies and make recommendations for enhancing data quality. The Town does NOT offer employer paid Dental or Vision coverage outside that which may be part of the health insurance plans. The Town is a member of the West Suburban Health Insurance Group.

Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability.

Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.

A review and analysis of all information needed for the preparation of the actuarial valuation of the benefit programs in accordance with the requirements of the GASB standards (statements 43 and 45).

Preparation of the actuarial valuation update, including calculation of all amounts required to be disclosed by the plans and by the Town, as employer-sponsor of the plans, under the GASB standards.

Prepare the written report covering the actuarial valuation and associated required disclosures for the covered plans for the required periods (June 30, 2015; June 30, 2016 and June 30, 2017). The format of the reports shall incorporate all information required to be disclosed under GASB standards including statements 43 and 45. The reports shall be written in language comprehensible to an intelligent layman and contain both a table of contents and a glossary of technical terms. The reports shall be prepared in accordance with all Standards of Practice of the American Academy of Actuaries.

Provide supplemental valuation data for members who are classified as group four (Public Safety Personnel) under the Massachusetts pension rules, members who are employed by the Needham Public Schools and members who are assigned to RTS, Sewer, or Water Enterprise Funds.

Meet with Town officials for the purpose of presenting the report and answering questions concerning its contents. The Town reserves the right to require the Vendor meets with Town officials in person, at least twice per report preparation period, at the Needham Town Hall and as needed, via telephone to answer questions and provide updates. There will be no additional fee nor reimbursement due to the Vendor for this service.

Provide consultation during the contract period regarding changes in GASB requirements, trends in the health care and insurance coverage affecting OPEB obligations, trends and options in OPEB funding and vehicles to manage assets. As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design.

As appropriate, review and update plan documents and design.

Deliverable: 25 bound copies for each valuation report and an electronic version in a form acceptable to the Town.

Required Time Line for June 30, 2015 Report

Task	Completed By
Contract Execution	July 31, 2015
Work Plan	No later than August 15, 2015
Data Requirements	Must be fully disclosed by the Bidder in the proposal
Data to Bidder	September 30, 2015
In-person Progress Meeting	TBD
Draft Report	November 6, 2015
Final Report to be presented in person	November 20, 2015

2.02 - QUALITY REQUIREMENTS (Minimum Criteria)

In order for the bidder's proposal to be considered the following minimum requirements must be satisfied.

1. The company demonstrates the ability to commence and perform required work promptly upon award of contract.
2. The company must possess the licenses and registrations required under Massachusetts law to perform the services required and be capable of meeting all statutory standards.
3. The company must provide professional liability insurance in the amount and in compliance with the requirements of Massachusetts laws and regulations for such a project.
4. Demonstration of ability to provide deliverables in a timely manner.

End of Part 2

PART 3 - SELECTION PROCESS

3.01 – COMPARATIVE CRITERIA

An Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Part 2, 2.02) and satisfy the Submission Requirements (Part 4) will then be judged on Comparative Evaluation Criteria (Part 3). The criteria to be utilized for this project are shown below. After the evaluations have been completed, a summary will then be submitted to the Chief Procurement Officer (CPO). Qualified Bidders will be required to make a presentation, and discuss their proposal and services with the Evaluation Committee. **Tuesday, July 21, 2015 has been reserved for Bidder Presentations.** The Town will contact the Bidders in the order that the proposals are received to schedule appointments. If a presentation is required, Bidders who fail to make a presentation **will be deemed non-responsive and therefore the proposal will be rejected.**

The **price proposal** (*which was submitted in a separate sealed envelope*) will be opened by the Chief Procurement Officer after all the presentations have been conducted.

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of the references, and the price proposals. The Chief Procurement Officer will make an award recommendation to the Town Manager.

Proposals which satisfy the Quality Requirements and complied with the Submission Requirements will be further evaluated based on the criteria listed below. For each criterion, proposals will be assigned a rating of **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable**. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

A. Proposal Evaluation Criteria

Experience with Governmental Clients	
Highly Advantageous	Bidder has provided similar services to ten (10) or more Massachusetts governmental clients within the last 12 months.
Advantageous	Bidder has provided similar services to five (5) or more Massachusetts governmental clients within the last 12 months.
Not Advantageous	Bidder has provided similar services to three (3) or more Massachusetts governmental clients within the last 12 months.
Unacceptable	Bidder has provided similar services to two (2) or fewer Massachusetts governmental clients within the last 12 months.

Project Size Experience	
Highly Advantageous	Bidder has provided similar services to Massachusetts governmental clients within the last 24 months which have 1,000 or more employees
Advantageous	Bidder has provided similar services to Massachusetts governmental clients within the last 24 months which have 500 or more employees
Not Advantageous	Bidder has provided similar services to Massachusetts governmental clients within the last 24 months which have 100 or more employees
Unacceptable	Bidder has provided similar services to Massachusetts governmental clients within the last 24 months which have 100 or fewer employees

Detailed Requirements	
Highly Advantageous	Bidder who addressed all the questions in detail with credible answers.
Advantageous	Bidder who addressed all the questions a majority in detail but some responses were incomplete or unclear.
Not Advantageous	Bidder who addressed all the questions but a majority of the responses lack sufficient detail.
Unacceptable	Bidder who did not address all questions, provided incomplete responses, lack sufficient detail, or were deemed not credible.

Project Manager's Experience	
Highly Advantageous	The identified Project Manager that will be assigned to this project has completed twenty (20) or more reports for Massachusetts governmental clients within the prior 36 months.
Advantageous	The identified Project Manager that will be assigned to this project has completed ten (10) but less than twenty (20) reports for Massachusetts governmental clients within the prior 36 months.
Not Advantageous	The identified Project Manager that will be assigned to this project has completed less than ten (10) but more than five (5) reports for Massachusetts governmental clients within the prior 36 months.
Unacceptable	The identified Project Manager that will be assigned to this project has completed five (5) or fewer reports for Massachusetts governmental clients within the prior 36 months.

Quality of the Response	
Highly Advantageous	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the Town's needs.
Advantageous	The proposal is complete and addresses the scope of services and the Bidder meets all the quality requirements.
Not Advantageous	The proposal is incomplete/is not clear whether it satisfies the scope of services, but the Bidder meets the all the quality requirements.
Unacceptable	The Vendor does not meet the quality requirements.

B. Bidder Presentation

As part of the evaluation process, the Evaluation Committee WILL require a presentation by Bidders that met the Quality Requirements (Section 2.04). Bidders that fail to make a presentation will be deemed non-responsive and therefore the proposal will be rejected. We will contact the Bidders in the order that the proposals are received to schedule a time for the interview. The Town has reserved the following dates for the presentations from qualified Bidders: **Tuesday, July 21, 2015.**

Presentation	
Highly Advantageous	Bidders who offer an exceptionally creative, well-organized and compelling presentation, and demonstrate an ability to effectively communicate ideas and plans. The Bidder responds to Committee questions with factual clear answers, and follows up on Committee requests for additional information promptly (less than 24 hours).
Advantageous	Bidders who offer a clear well organized oral presentation, and demonstrate their ability to effectively communicate ideas and plans. The Bidder responds to Committee questions with factual clear answers, and follows up on any Committee requests for additional information (within the time frame agreed to at the presentation, usually not more than two business days) so that the Committee may complete its evaluation in a timely manner.
Not Advantageous	Bidders who offer an unclear and confusing presentation, and who do not effectively communicate their ideas and plans, or Bidders whose responses to Committee questions were unclear and/or did not follow up on any Committee request for additional information promptly. Failure to provide requested information within the agreed time will be a basis for rejection of the bid.
Unacceptable	Bidders who decline or do not make a presentation.

End of Part 3

PART 4 - SUBMISSION REQUIREMENTS

A. Technical Proposal Submission Requirements

The **Technical Proposal** shall contain one (1) original and six (6) copies for a total of seven (7) in a sealed package. The Technical Proposal must clearly be marked: **“OPEB Actuarial Services– TECHNICAL PROPOSAL”**

The **Technical Proposal** must include the following:

1. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The transmittal letter also must acknowledge any and all addenda filed under this Request for Proposal (RFP).
2. Proposals must have a **table of contents** to easily identify where the requested information can be found.
3. Contact information must include name, address, telephone number, fax number, and email address of the individual(s) submitting the bid, those who may be contacted regarding the submission, and the individual who is authorized to contractually bind the company. This information is to be provided on the **Bidder Information Response** (attached).
4. Include a **profile of the company** and list of **key personnel** who will be responsible for providing services to the Town under this contract. Company information shall include: complete legal name of the Bidder, principal place of business, number of years in business, and description of company organization.
5. The identification of **other parties/consultants** who have a material role in the project and will work with you to provide these services to the Town.
6. **Project Narrative** including your approach to objectives, specific elements, and tasks associated with services, delineating how the bidder shall fulfill the Scope of Services (Part 2). The information must include:
 - a. qualifications of the bidder;
 - b. qualifications of personnel that would be assigned to the project; the Bidder will disclose the location of the staff that will perform the services.
 - c. ability to perform within the time constraints; the bidder will identify the major tasks in the valuation engagement and show how the bidder will meet the required timeline for the year ending June 30, 2015;
 - d. and the Bidder will list all data requirements that the bidder would require to complete the valuation and in what type of format that data must be provided
7. Bidder must provide three or more **sample reports** prepared for MA governmental clients as an Appendix to the bidder’s response.

8. The bidder must explain and detail what information (data requirements) and/or actions items will be **required of the Town** in order to implement the services requested to be provided.
9. The Bidder must include in its proposal **all information needed** for the Evaluation Committee members to accurately rate each proposal **based on the Comparative Criteria provided (Part 3.01)**. Proposals that omit or do not clearly provide information needed to appropriately rate each proposal **will be deemed non-responsive and therefore the proposal will be rejected**.
10. The Bidder **MUST** provide a minimum of five (5) references of which at least three (3) are Massachusetts governmental clients references that services similar to this request for proposals have been provided during the past 36 months. For each, provide the following: the client's name, address, contact person, telephone number, and a brief description of the actual services provided. Do not use the names of relatives or Town employees as references. Do not use any previous Town contracts as a source of reference information. You may use previous Town contracts as a record of your experience only. The Town has provided a **Professional References Form** (attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional References Form. If any of the requested information is not available the Bidder is to disclose this fact and why.
11. Bidder must complete and enclose with the bid the **Checklist** (attached).
12. Bidder must complete and enclose with the bid the **Bidder Information Response** sheet (attached).
13. Bidder must complete, sign, and enclose with the bid the **Certificate of Good Faith** (attached).
14. Bidder must complete, sign, and enclose with the bid the **Certificate of Compliance with Massachusetts Tax Laws** (attached).
15. The Bidder must state whether the company has, under the laws of any province, territory, state, or country, in the last seven (7) years been declared bankrupt or made a voluntary assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency. The Town is always interested in any and all cost reduction opportunities.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Inclusion of any "price" in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.

B. Price Proposal Submission Requirements

The **Price Proposal** shall contain one (1) original sealed price proposal signed by an individual authorized to bind the Bidder. The sealed envelope must be clearly marked

“OPEB Actuarial Services 16GEN033G – PRICE PROPOSAL”. The price must remain firm for ninety (90) calendar days.

All Bidders are expected to complete and include in the **Price Proposal** envelope the following:

1. A completed **Bid Price Proposal Form** (form attached) or an exact copy, signed by the individual authorized to negotiate for and contractually bind the Bidder. If the bid is signed by someone other than the Owner or President of the company, a completed **Certificate of Authority** (attached) or the form used by the company to attest to the authority of the individual signing the bid is to be enclosed with the bid.

C. Other Requirements and Notices

1. Failure to complete any form, provide the requested information, or make any alterations to forms that are required to be submitted as presented may be deemed a conditional bid and the bid would be rejected.
2. Bidder must acknowledge all addenda related to this proposal, if any. Failure to acknowledge addenda does not in itself disqualify a bidder; however the bidder shall be subject to any terms, conditions, and/or requirements that may be identified or result from the issuance of the addenda.
3. Bidder is also to include one (1) electronic version (PDF version on CD or thumb drive) in a third sealed envelope – the electronic version should have both the technical and price proposal copied to it.
4. Bids must be received and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Bids are Due). LATE PROPOSALS WILL NOT BE CONSIDERED.
5. A **Bid Bond** is NOT required.
6. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.

D. Where and How and the Number of Copies to Send Bids

Bidders are required to submit: **one (1) original and six (6) copies of the “Technical Proposal” for a total of seven (7)**, and in a separate sealed envelope, **one (1) original “Price Proposal”**. The Bidder is also to include one (1) electronic version (PDF version on CD or Thumb drive) in a third sealed envelope. Bids are to be submitted and addressed as follows:

	Technical Proposal	Price Proposal
Mailing Address	Kate Fitzpatrick, Town Manager Office of the Town Manager Town Hall 1471 Highland Avenue Needham, MA 02492	

Please note the envelopes (packages) may be sent in a single envelope (package, box, carton, etc.) provided that all the separate envelopes are individually sealed and clearly marked as noted.

Proposal Identification on the Outside of the Sealed Envelope	Town of Needham OPEB Actuarial Services 16GEN033G TECHNICAL PROPOSAL	Town of Needham OPEB Actuarial Services 16GEN033G PRICE PROPOSAL
Bids Due	11:00 AM Wednesday, July 1, 2015 LATE PROPOSALS WILL NOT BE CONSIDERED.	
Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.		

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town and to waive minor informalities.

End of Part 4

PART 5 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION
Checklist
OPEB Actuarial Services
RFP 16GEN033G

Company Name: _____

- Bidder has completed and returned the **Acknowledgement of Receipt** form.
- Bidder has reviewed, prepared, and provided all required items requested under the Scope of Services (Part 2) and the Submission Requirements (Part 3), including **sample reports**.
- Bidder has reviewed, completed, and returned this **Checklist** form with the bid.
- Bidder has completed, signed, and enclosed the **Bidder Information Response** form.
- Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws**.
- Bidder has provided at least **5 Professional References** of which at least three (3) are Massachusetts governmental client references.
- Bidder has completed, signed, and enclosed the **Bid Price Proposal** or an exact copy in a **separate sealed envelope** from the Technical Proposal. Inclusion of any price information in the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.
- If the bid is signed by anyone other than the President/Owner of the company, a **Certificate of Authority** has been attached.
- The Bid Security (Bond) enclosed [NOT REQUIRED FOR THIS BID].
- Bidder acknowledged all addenda, if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

Bidder Information Response
OPEB Actuarial Services
RFP 16GEN033G

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Company Fax number: _____

State of Incorporation (Date): _____

Number of consecutive years the company has been in business: _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts - Required

Individual Submitting the Bid:

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Individual to be contacted about the Bid:

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

Individual Authorized to Contractually Bind the Company (This will be the individual whose name and title will appear in the contract and will execute the contract if the contract is awarded to the company):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the Bidder placed any special conditions or restrictions that were called out by the Town in its Request for Proposals? Yes No
2. Has the Bidder identified all exceptions to the Town's specifications? Yes No
3. Are the exceptions disclosed in the submission? Yes No
4. Is the Bidder prepared to provide the insurances as required? Yes No
5. Is the Bidder prepared to execute the Town's contract if awarded to the Bidder?
 Yes No
6. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check)? Yes No

(Any no response may be caused for rejection as non-responsive)

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

CERTIFICATE OF GOOD FAITH
OPEB Actuarial Services
RFP 16GEN033G

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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 of individuals.

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

as partner for _____, a partnership.

as _____ for _____, a corporation.

as attorney in fact for _____, the principal.

as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

**OPEB Actuarial Services
RFP 16GEN033G**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , 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. **

(1) Contractor: _____ Date: _____

Print Name: _____

Social Security Number: _____

Corporation, Association or Partnership:

_____ (Print)

Federal Tax ID Number or Social Security Number:

(2) By: _____ Date: _____

(Authorized Corporate Signature)

Title: _____

Note to Contractor***: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

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

* 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 Town of Needham receives a signed copy of this Certification.

THIS FORM MUST BE FILED WITH BID SUBMISSION

Professional References

**OPEB Actuarial Services
RFP 16GEN033G**

Customer: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided: _____

Customer: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____ Fax number: _____

Email address:

Period of Service: _____ through _____

Description of Services Provided: _____

(Make as many copies as necessary, a minimum of five (5) references required of which at least three (3) are MA governmental client references.)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION
MUST BE FILED WITH BID SUBMISSION – Make as many copies as
necessary**

Bid Price Proposal Form

**This Document is to be submitted in a Separately Sealed Envelope from the
Technical Proposal
OPEB Actuarial Services
16GEN033G**

Bidder Name: _____

Bidder Acknowledges Addenda# _____

The **Bid Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional bid** and the bid will be **rejected**.

Procedures under this RFP require bids to be sealed and clearly marked "**Town of Needham – OPEB Actuarial Services 16GEN033G**" **PRICE PROPOSAL**. The undersigned proposes to provide the Non-legal services in accordance with the accompanying requirements provided by the **Town of Needham dated Monday, June 8, 2015** and **any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids**. The price shall be a NOT TO EXCEED price to complete the scope of work (excluding Legal Services)*. *In the event that the numeric price and the written price differ, the written price shall prevail.*

The Bidder offers the following prices for the performance required under this Contract a sum NOT TO EXCEED, including all reimbursable expenses.*	
Description	Cost
A Total All Inclusive Price for Actuarial Services and Written Report for the Year Ending June 30, 2015	\$
B Total other charges to provide the required services for Year One (itemize on a separate page and attached)	\$
C Total Charge for Year One (A + B)	\$
D Total All Inclusive Price for Actuarial Services and Written Report for the Year Ending June 30, 2016	\$
E Total other charges to provide the required services for Year Three (itemize on a separate page and attached)	\$
F Total Charge for Year Two (D+E)	\$
H Total All Inclusive Price for Actuarial Services and Written Report for the Year Ending June 30, 2017	\$
I Total other charges to provide the required services for Year Three (itemize on a separate page and attached)	\$
J Total Charge for Year Two (H+I)	\$
K Total Charge Year One, Two, and Three (C+F+J)	\$
Written Price:	
* Should the Bidder require additional hours, employees, consultants, subcontractors, or other assistance to complete the work required and/or to meet the performance or quality requirements required under this RFP, the Bidder shall do so at NO additional cost to the Town.	

A description of pricing for legal services, loss control services or other services, together with qualification information concerning the providers, is to be attached hereto.

PROMPT PAY DISCOUNT (Not required but if NOT offering a discount indicate by writing "ZERO") The Town of Needham general payment terms are net 30 days. Enter the Prompt Payment Discount percentage (%) off the invoice amount, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

5% - 10 Days 4% - 15 Days 3% - 20 Days 2% - 30 Days

Prompt Payment Discount %	Payment Issue Date within
%	10 Days
%	15 Days
%	20 Days
%	30 Days

Note: The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The undersigned proposes to provide the services in accordance with the accompanying requirements provided by the Town of Needham dated **Monday, June 8, 2015** and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids. The prices shall NOT INCREASE during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned agrees that, if selected as Bidder, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Firm)

BY:

(Signature of Bidder)

(Printed Name and Title of Signatory)

Business Address

(City/Town, State Zip)

(Telephone)

(Email Address)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) ()

* attach certificate of authority, if applicable

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)

THIS FORM IS FILED AS PART OF THE PRICE PROPOSAL SEPARATE FROM THE TECHNICAL SUBMISSION

Last Page of Bid Form

CERTIFICATE OF AUTHORITY

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 _____
(The date must be **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.

Non-Submittal Response Form
OPEB Actuarial Services
RFP 16GEN033G

NOTE TO BIDDER: If your company's response is a "non-submittal", the Town of Needham is interested in the reason for such response since Town desires to ensure that the procurement process is fair, open, and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

Please complete and fax this form to: 781-449-4569

Please indicate your reason for responding with a "non-submittal":

- We were unable to meet requirements for this procurement.
- We were unable to provide the goods or services requested in this procurement.
- We were unable to meet time frame established for start and or completion of project.
- We obtained the bid package too late in order to evaluate and submit a bid.

Received on: _____

- Other (Please explain): _____

Company Name: _____

Company Address: _____

Telephone: _____ Fax number: _____

Email Address: _____

Primary Contact: _____ Title: _____

Date: _____

APPENDIX A

Town of Needham FY2016 Health Insurance Rates for Active Employees

Plan	Type	Total Rate	% Paid by		Employee Share				
			Town	Employee	Monthly	52 weeks	42 Weeks	38 Weeks	26 Weeks
Harvard Pilgrim - PPO	Individual	\$ 2,268.00	50.0%	50.0%	\$ 1,134.00	\$ 261.69	\$ 324.00	\$ 358.11	\$ 523.38
Harvard Pilgrim - PPO	Family	\$ 5,036.00	50.0%	50.0%	\$ 2,518.00	\$ 581.08	\$ 719.43	\$ 795.16	\$ 1,162.15
Harvard Pilgrim - EPO Ratesaver	Individual	\$ 736.00	76.5%	23.5%	\$ 172.96	\$ 39.91	\$ 49.42	\$ 54.62	\$ 79.83
Harvard Pilgrim - EPO Ratesaver	Family	\$ 1,918.00	69.0%	31.0%	\$ 594.58	\$ 137.21	\$ 169.88	\$ 187.76	\$ 274.42
Blue Choice - EPO Ratesaver	Individual	\$ 843.00	74.4%	25.6%	\$ 215.81	\$ 49.80	\$ 61.66	\$ 68.15	\$ 99.60
Blue Choice - EPO Rate Saver	Family	\$ 2,261.00	66.0%	34.0%	\$ 768.74	\$ 177.40	\$ 219.64	\$ 242.76	\$ 354.80
Tufts Navigator Rate Saver	Individual	\$ 797.00	74.6%	25.4%	\$ 202.44	\$ 46.72	\$ 57.84	\$ 63.93	\$ 93.43
Tufts Navigator Rate Saver	Family	\$ 2,088.00	63.8%	36.2%	\$ 755.86	\$ 174.43	\$ 215.96	\$ 238.69	\$ 348.86
Fallon SelectCare- Rate Saver	Individual	\$ 611.00	76.5%	23.5%	\$ 143.59	\$ 33.14	\$ 41.02	\$ 45.34	\$ 66.27
Fallon SelectCare- Rate Saver	Family	\$ 1,647.00	69.0%	31.0%	\$ 510.57	\$ 117.82	\$ 145.88	\$ 161.23	\$ 235.65
Fallon DirectCare - Rate Saver	Individual	\$ 570.00	76.5%	23.5%	\$ 133.95	\$ 30.91	\$ 38.27	\$ 42.30	\$ 61.82
Fallon DirectCare - Rate Saver	Family	\$ 1,531.00	69.0%	31.0%	\$ 474.61	\$ 109.53	\$ 135.60	\$ 149.88	\$ 219.05
Voluntary Delta Dental Plan	Individual	\$ 32.00	0.0%	100.0%	\$ 32.00	\$ 7.38	\$ 9.14	\$ 10.11	\$ 14.77
Voluntary Delta Dental Plan	Family	\$ 79.00	0.0%	100.0%	\$ 79.00	\$ 18.23	\$ 22.57	\$ 24.95	\$ 36.46
Annual Admin. Fee/Dental		\$ 0.17	0.0%	100.0%	\$ 0.17	\$ 0.04	\$ 0.05	\$ 0.05	\$ 0.08
Basic Life Insurance	Individual	\$ 4.64	50.0%	50.0%	\$ 2.32	\$ 0.54	\$ 0.66	\$ 0.73	\$ 1.07
Optional Life Insurance	Individual	\$ 1.10	0.0%	100.0%					

Notes: The HMO percentage contribution rates were "locked in" to the percentage rate in effect on January 1, 1990.

Optional Life Insurance Rates listed are per \$1,000 /coverage up to approximately \$2,000 less than your annual salary.

3/2/2015

APPENDIX B

CY 2015 HEALTH INSURANCE RATES - Effective January 1, 2015

Medicare Part A & Medicare Part B Required

SENIOR PLANS

9/24/2014

<u>BCBS</u>	MEDEX	Managed Blue for Seniors	
Monthly Rate	340.00	Monthly Rate	295.63
Town Share	170.00	Town Share	201.03
Employee Share	170.00	Employee Share	94.60
<u>Fallon</u>	Fallon Sr. Plan		
Monthly Rate	299.00		
Town Share	149.50		
Employee Share	149.50		
<u>Harvard Pilgrim</u>	HP Medicare Enhance		
Monthly Rate	328.33		
Town Share	164.16		
Employee Share	164.17		
<u>Tufts</u>	Tufts Medicare Plus	Tufts Medicare Preferred HMO	
Monthly Rate	330.00	262.00	
Town Share	224.40	131.00	
Employee Share	105.60	131.00	

**SHORT FORM AGREEMENT
M.G.L. 30B
Contract #**enter contract number****

THIS AGREEMENT for **enter description** (hereinafter the "Project") is made the _____ day of enter month, 201____, by and between **enter name of company** a corporation (*or partnership, etc.*) organized under the laws of the Commonwealth of Massachusetts (*or the State of _____*), with a usual place of business at **enter legal address**, hereinafter called the **Contractor**, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the **Town**.

WITNESSETH that the **Contractor** and the **Town**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description;
3. The **Contractor's** Bid dated **enter date**;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**.

ARTICLE 2. SCOPE OF THE WORK

The **Contractor** shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the **Contractor** agrees to do everything required by this Agreement and the documents.

ARTICLE 3. TERM OF AGREEMENT

The work to be performed under this Agreement shall be commenced immediately and shall be entirely completed by _____ . The Contractor hereby agrees that if he fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the Town, the Town may give notice to the Contractor in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the Town, the Contractor shall be considered to have defaulted in the performance of this Agreement.

-- or --

This Agreement shall be for a term of _____ year(s), commencing on _____, 201____ and ending on _____, 201____, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the **Contractor and the Town**, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

ARTICLE 4. THE AGREEMENT SUM

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$**enter dollar amount figure** (enter amount in words dollars), including all reimbursable expenses.

ARTICLE 5. PAYMENT

The **Town** shall make payment as follows:

- a. The **Town** shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month.
- b. With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c. If for any reason the **Town** makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article. **Furthermore the Town is not responsible for any Invoice that does not reference the Town's Purchase Order number that encumbered the funds to pay for services provided under this Agreement.**
- e. Invoices for services procured under this Agreement are to be sent to: **Attn: manager, title address**

ARTICLE 6. PROMPT PAYMENT DISCOUNTS

The **Contractor** will allow a Prompt Payment Discount for payment made by the **Town** within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later as follows:

Prompt Payment Discount %	Payment Issue Date w/in
Enter percent%	Enter days Days

ARTICLE 7. TAX EXEMPT STATUS

The **Town** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **Town** becomes subject to any such taxes, the **Town** shall reimburse the **Contractor** for the tax paid by the **Contractor** on behalf of the **Town**. Any other taxes imposed on the **Contractor** shall be borne solely by the **Contractor**.

ARTICLE 8. NONPERFORMANCE

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Contractor** shall be determined by the **Town** and certified to the **Contractor**.

ARTICLE 9. TERMINATION

In addition to the provisions of Article 8, the **Town** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The **Town** shall also have the right to immediate termination:

- a. any material misrepresentation made by the **Contractor**.
- b. any failure by the **Contractor** to perform any of its obligations under this Agreement including, but not limited to, the following:
 - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Contractor's** reasonable control;
 - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the **Contractor's** reasonable control;
 - iii. failure to perform this Agreement in a manner reasonably satisfactory to the **Town**;
 - iv. failure to promptly re-perform within reasonable time the services that were rejected by the **Town** as erroneous or unsatisfactory
 - v. discontinuance of the services for reasons not beyond the **Contractor's** reasonable control;
 - vi. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and

- vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The **Contractor** shall have the right to terminate this Agreement if the **Town** fails to make payment within 45 days after it is due.

ARTICLE 10. EMPLOY COMPETENT PEOPLE

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

ARTICLE 11. CHANGE IN SCOPE OF SERVICES

If this Agreement is pursuant to M.G.L. Ch. 30B, the **Town** may increase the quantity of supplies or services or both specified in this Agreement provided:

- a. the unit prices remain the same or less;
- b. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the *Town* and is more economical and practical than awarding another contract;
- c. the **Town** and **Contractor** agree to the increase in writing;
- d. the increase in the total Agreement price does not exceed 25 percent but a Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
- e. the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

ARTICLE 12. NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham: Kate Fitzpatrick
Town Manager
Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492

The Contractor: Enter Name
Enter Title
Enter Company Name
Enter Address
Enter City, State Zip

ARTICLE 13. INSURANCE

- a. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- b. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ **25,000**.
- c. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
- d. The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
- e. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 14. INDEMNIFICATION

The **Contractor** shall indemnify, defend, and save harmless the **Town** and all of the **Town's** officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the **Town** or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the **Contractor**, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the **Town's** insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the **Contractor** under the Agreement.

ARTICLE 15. CORI CERTIFICATION

Services Do Require a CORI check

Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the **Contractor** hereby acknowledges the right of the **Town** to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Contractor's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the **Contractor** also authorizes the **Town** to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 16. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 17. GUARANTEE OF WORK

- a. Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
 - i. Make goods and services conform to this Agreement;
 - ii. Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - iii. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 18. USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- a. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **Contractor** or **Contractor's** Consultants shall become the property of the **Town** upon payment of sums due under the contract. The **Town** acknowledges the copyright of the **Contractor** and the **Contractor's** Consultants.

- b. The **Town** may use the Drawings, Specifications and such other documents prepared by the **Contractor** or the **Contractor's** Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.
- c. The **Town** shall hold the **Contractor** and the **Contractor's** Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **Town** or his representatives during any other construction not a part of this contract.
- d. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph (j), **Contractor** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Contractor** in the preparation of the bid documents, as reasonable determined by **Town**.

ARTICLE 19. GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 20. CONSENT TO VENUE

- a. The **Contractor** agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
- b. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- c. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.
- d. The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.

- e. The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 21. WORK PRODUCT

Upon payment of all amounts due under this Agreement, the **Town** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The **Town** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Contractor** harmless from any liability of the **Town's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the **Contractor** shall provide to the **Town** a writing from the Subcontractor that he assents to this Work Product Article.

ARTICLE 22. SUBCONTRACTING

The **Contractor** shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the **Town**.

ARTICLE 23. INDEPENDENT CONTRACTOR

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

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **Town** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Contractor**. Neither the **Town** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the Project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the **Town**, the **Contractor** acknowledges that the **Town** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Contractor** based on said statute.

ARTICLE 27. CONFIDENTIALITY

The **Contractor** shall comply with Massachusetts General Law Chapter 66A if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment or systems.

ARTICLE 28. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The **Contractor** shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The **Town** shall have access during the **Contractor's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

ARTICLE 29. SEVERABILITY

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

ARTICLE 30. CERTIFICATIONS

By executing this Agreement, the **Contractor** under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The **Contractor** is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the **Contractor** shall provide access to records to town officials; and the **Contractor** certifies that the **Contractor** and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The **Contractor** shall comply with all applicable federal, state, and local laws and regulations.

The **Contractor** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the **Town** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **Town** has no legal obligation to compensate a **Contractor** for performance that is not requested and is intentionally delivered by the **Contractor** outside the scope of the Agreement.

The **Contractor** certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the **Contractor** certifies that it will immediately notify the **Town** in writing if there is any risk to the solvency of the **Contractor** that may impact the **Contractor's** ability to timely fulfill the terms of this Agreement.

The **Contractor** shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the **Contractor** or any of its officers, directors, employees, agents, or subcontractors of which the **Contractor** has knowledge, or learns of during the Agreement term. **Contractors** must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.

If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the **Contractor** certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

ARTICLE 31. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The **Contractor** certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the **Contractor** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

CONTRACTOR: _____

By*: _____

Title: _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

TOWN OF NEEDHAM, by its Town Manager:

Kate Fitzpatrick

This is to certify that I/we conducted the procurement in accordance with the Town's policies and procedures.

Town Employee(s) Conducting the Procurement

Date:

Title(s):

This is to certify that the Department followed the procurement policies and procedures and that any goods and/or services procured under this contract are for the need of Town.

Department Manager

Date

Title:

This is to certify that this procurement was made on behalf of the Town in accordance with the requirements of M.G.L., Ch. 30B.

Chief Procurement Officer
Date:

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

A/C#: _____ Purchase Order # _____

Town Accountant
Date:

Approved As To Form:

David S. Tobin, Town Counsel
Date:

SPECIMEN

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR COMPTROLLER

**REQUEST FOR PROPOSALS
FINANCIAL AUDIT SERVICES
*RFP #14-64***

Proposal Due Date: January 9, 2014 at 2:00 p.m.

DECEMBER 2013

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS
FINANCIAL AUDIT SERVICES
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END OF SECTION

CITY OF NEWTON, MASSACHUSETTS
REQUEST FOR COMPETITIVE PROPOSALS
INDEPENDENT FINANCIAL AUDIT SERVICES
Fiscal Years 2014 through 2018

Although this Proposal is exempt from the requirements of Massachusetts General Laws Chapter 30B, Uniform Procurement Law, M.G.L. c. 30B, §1(b)(15), the City has elected to procure services using a sealed competitive 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 of the year-end Comprehensive Annual Financial Report; audit the City's federal awards; prepare a management letter with recommendations for cost-beneficial improvements in the City's financial reporting and controls over financial reporting ; and to perform agreed upon procedures related to the Newton Public School's End of Year Report for the next five fiscal years, 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 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 by the City.

I INFORMATION FURNISHED TO PROPOSERS:

General Information

The City of Newton has a population of approximately 84,615; occupies a land area of approximately 18.33 square miles; and has a fiscal year 2014 operating budget of \$390.5 million (inclusive of 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 Board 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 Board of Aldermen, who are elected for (2) year terms. The Board of Aldermen appoints the City Clerk/Clerk of the Board 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 Board of Aldermen serves as the principal financial oversight body, and is assisted by a separate Financial Audit Advisory Committee consisting of four members of the Board of Aldermen; 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 \$254.2 million at December 31, 2012. 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 for a small real estate limited partnership position and 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, 2013, the NCDA had assets of \$4.6 million, of which all but \$81,702 related to various housing development, housing rehabilitation, and economic development loans. 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, 2013. The public accounting firm of Sullivan, Rogers, and Company completed this audit and all annual audits since 2004. There are no qualifications to this audit opinion.

Description of Financial Records

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

The City purchased a fully integrated financial and human resources management information system in 1995 from Pentamation Enterprises, Inc. of Bethlehem, Pennsylvania. The product is currently supported by the SUNGUARD Corporation under the FINANCE PLUS name. The fund accounting; budget preparation; purchasing and requisitioning; and payroll/human resources modules of this system are completely integrated and functioning effectively. These modules are 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. Tax and utility billings and detailed receivable records are maintained using MUNIS software, which has been electronically bridged to FINANCE PLUS by City Information Technology Department staff. Retirement system membership and financial accounting is done with software provided by Public Technology Group (PTG).

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 web site on a quarterly and annual basis, and monthly updates are posed 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 60 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, 2013 and for prior years may be down loaded from the City's web-site at <http://www.newtonma.gov/gov/comptroller/audrep.asp>.

Required Services

Required services consist of:

1. An independent financial audit of the City's Comprehensive Annual Financial Report and federal awards programs for each of the next five fiscal years. The audit must be conducted in accordance with auditing standards generally accepted in the U.S., Government Auditing Standards promulgated by the Comptroller General of the U.S.; the Single Audit Act Amendments of 1996 and the provisions of OMB Circular A-133.
2. Completion of the Massachusetts Department of Elementary and Secondary Education'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. Completion of a written management letter, which shall identify any control deficiencies not considered significant deficiencies observed during the course of the annual financial statement audit and recommended cost-effective steps to correct or eliminate the control deficiencies. It is expected that all management letter recommendations will be based upon an independent analysis by the auditor that supports the notion that the benefit(s) associated with recommendations will exceed costs associated with implementation. Prior to the completion of the management letter, the auditor shall meet with the Comptroller and the head of each department for which there is a management letter comment and recommendation to review the findings and recommendation in detail. The final copy of the management letter shall contain printed responses from the head of each department or senior management official for which there is a management recommendation, along with a recommended implementation plan.
4. 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. The accounting firm will also be expected to keep the City staff informed requirements of 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 and provide sufficient training to City staff for them to effectively meet their responsibilities under all such new requirements. It is expected that the successful proposer will designate a senior staff member, at the manager or partner level, who will be responsible for responding to City phone calls and e-mail communications within one business day.

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 of the Massachusetts Department of Education'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 copies of all reports to state and federal regulatory and oversight agencies.

Senior representatives of the firm shall meet four to six 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 audit; shall provide the Comptroller with weekly progress reports during the course of both preliminary and final audit field work; and shall be available to make a formal presentations of the results of the audit to the Finance Committee of the Board of Aldermen, and to the Mayor and/or School Committee.

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) copies of their proposal to:

Chief Procurement Officer
City of Newton
Room 204
1000 Commonwealth Avenue
Newton, Massachusetts 02459

not later than 2:00 P.M. (Eastern Standard Time) on **Thursday, January 9, 2014**. All proposals must be in a sealed envelope and clearly marked "City of Newton Audit Services Proposal."

Any proposals received after 2:00 P.M. 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 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 Competitive Proposals (RFP) written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received **by Friday, January 3, 2014 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 Board of Aldermen will jointly interview all responsive and responsible proposers during the months of January and February and will recommend appointment of the independent auditor to the full Board of Aldermen (the appointing authority for the auditors). The City intends to award the audit services contract to the firm making the most responsive proposal at the most reasonable fee during March of 2014.

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 (except during the initial year of the contract, when preliminary audit work may begin as late as May 15), 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 1 and September 15 of each contract year, and that field work would be completed and the final deliverables provided to the City not later than November 30 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 Board of Aldermen not later than December 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 sheet; appropriations orders; cash reconciliation; and debt statements. As time permits, the City will also assist in the pulling and filing of invoices and other source documents. Depending upon Comptroller's Office work schedules, there may be times when the accounting firm will have to take responsibilities for these activities.

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 Board of Aldermen.

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 by 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.

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.

- 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) days.

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:

D) 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 prove an explanation for each as to the primary reasons why you believe they discontinued your services.

Provide evidence of staff experience in federal A-133 audits.

E) 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.

F) Compensation

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

The proposal must include the annual, all-inclusive fixed fee for each engagement year in the form Price Proposal For Financial Audit Services, attached.

G) Additional Information

Please provide any additional information, not specifically requested, but which you believe would be useful to the City in evaluating your proposal. We would appreciate any comments or observations that you might have about specific improvements which you would recommend in the City's budgetary basis and/or external financial reporting.

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

**CITY OF NEWTON, MASSACHUSETTS
FINANCIAL AUDIT SERVICES
SCHEDULE FOR SELECTION OF PUBLIC ACCOUNTING FIRM
TO PERFORM THE ANNUAL FINANCIAL AUDIT FOR
Fiscal Years 2014 – 2018**

- Finalize Request for Competitive Proposal Document – December 2, 2013
- Docket item before Board of Aldermen for Selection of Independent Financial Auditor for the next five year period – December 2, 2013
- Issue Request for Competitive Proposals Document – December 12, 2013
- Audit Services Proposals Due – January 9, 2014
- Distribution of Audit Services Proposals to Finance Committee & Financial Audit Advisory Committee – January 10, 2014.
- Finance Committee/Financial Audit Advisory Committee Interviews – January 13 – February 10, 2014 (prior to the start of the Finance Committee regular business meeting)
- Finance Committee vote on recommended audit firm to full Board of Aldermen – February 24, 2014
- Board of Aldermen vote to select audit firm – March 3, 2014
- Engagement letter/contract signing – March 24, 2014 – March 31, 2014
- Preliminary audit work begins – April/May 2014
- Final audit work begins – September 2014

**CITY OF NEWTON, MASSACHUSETTS
FINANCIAL AUDIT SERVICES
AUDIT SERVICES PROPOSAL RULE FOR AWARD
AND COMPARATIVE EVALUATION CRITERIA**

Rule For Award

The contract will be awarded to that proposer deemed by the Board of Alderman 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

All proposals will be reviewed by an Evaluation Committee made up of members of the City of Newton's Financial Audit Advisory Committee. Proposals that meet the RFP's minimum requirements 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's Board of Alderman. The Finance Committee make a recommendation to the City's Board of Alderman, which will then award the contract to the proposer that is deemed most advantageous based on price and non-price proposals. The Board of Aldermen 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.

The comparative evaluation criteria are as follows:

A. Auditor Level experience

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 less than 10 years of experience auditing Massachusetts municipalities.

B. Firm Municipal Audit experience

Highly advantageous – Firms who have completed 15 or more Massachusetts municipal audits each year for fiscal 2011 through fiscal 2013.

Advantageous – Firms who have completed 10 but fewer than 15 Massachusetts municipal audits each year for fiscal 2011 through fiscal 2013.

Not advantageous – Firms who have completed less than 10 Massachusetts municipal audits each year for fiscal 2011 through fiscal 2013.

C. Size of Municipalities audited

Highly advantageous – Firms who have experience auditing at least 5 Massachusetts municipalities with greater than \$200 million in General Fund revenues for fiscal 2011 through fiscal 2013.

Advantageous – Firms who have experience auditing at least 1 Massachusetts municipality with greater than \$200 million in General Fund revenues for fiscal 2011 through fiscal 2013.

Not advantageous – Firms who have no experience auditing Massachusetts municipalities with greater than \$200 million in General Fund revenues for fiscal 2011 through fiscal 2013.

D. CAFR experience

Highly advantageous – Firms who have experience completing at least 5 Comprehensive Annual Financial Reports for fiscal 2011 through fiscal 2013.

Advantageous – Firms who have experience completing at least 1 but fewer than 5 Comprehensive Annual Financial Reports for fiscal 2011 through fiscal 2013.

Not advantageous – Firms who have no experience completing a Comprehensive Annual Financial Report for fiscal 2011 through fiscal 2013

CITY OF NEWTON

DEPARTMENT OF PURCHASING

PRICE PROPOSAL #14-64 FOR 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

Table with 2 columns: Fiscal Year and Amount. Rows for years 2014 through 2018.

SUB TOTAL \$ _____

Federal Single Audit Report (cost per major program)

Table with 2 columns: Fiscal Year and Amount. Rows for years 2014 through 2018.

SUB TOTAL \$ _____

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

Table with 2 columns: Fiscal Year and Amount. Rows for years 2014 through 2018.

SUB TOTAL \$ _____

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.

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 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

City of Newton



Mayor
Setti D. Warren

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 Invitation For Bid #14-64

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.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

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,

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 Thirteen 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 #14-64 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 November 30, 2018.
- 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 _____

City funds are available in the following account:

0110401-530201 -

Approved as to Legal Form and Character

By _____

Associate City Solicitor

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

Date _____

By _____

Comptroller of Accounts

CONTRACT AND BONDS APPROVED

Date _____

By _____

Mayor or his 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
SEAL HERE*
(Signature of **Clerk or Secretary**)*
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.

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
or Corporate Contractor (Mandatory)

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

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name: _____

- * 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.