

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC BUILDINGS

REQUEST FOR PROPOSAL:

WEB BASED FACILITY MANAGEMENT SYSTEM

RFP #22-13

Submittal Due Date: September 9, 2021 at 11:00 a.m.

AUGUST 2021

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #22-13**

The City of Newton (City) invites sealed proposals from Contractors for:

WEB BASED FACILITY MANAGEMENT SYSTEM

Proposals will be received until: 11:00 a.m., Thursday, September 9, 2021*

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids, all proposals received within the time specified will be opened.

***To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. You may drop off proposals in Room 108. However, proposals not received in Room 108 by mail or courier may, if you choose, be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 2. A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.**

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

Documents associated with this RFP will be available online at the City's Website: www.newton.ma.gov/bids, after **10:00 a.m., August 26, 2021**. Bid surety is not required for this bid.

Proposers are responsible for downloading the specifications from the City's website at www.newtonma.gov/bids. Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) with their Company Name, Address, Email address, Phone & Facsimile number and what RFP # (i.e. #22-13) they have downloaded.

As this is a Request For Proposals (RFP), proposers shall submit (i) a technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a price proposal.

There is no specific form for the technical proposal, although it should be responsive to all non-price information requested in the RFP. The price proposals shall be submitted on the Price Proposal #22-13 form included in this RFP.

All proposals shall be submitted (i) for the Technical Proposal, **one ORIGINAL and FOUR (4) COPIES** and (ii) for the Price Proposal, **one ORIGINAL and TWO COPIES**. In addition, proposers should submit **ONE (1)** digital copy of their Technical Proposals.

The term of this contract shall **extend for three years beginning January 1, 2022 and extending through December 31, 2024**. The dollar value of the contract may not be increased pursuant to M.G.L. c. 30B, §13 by an amount more than twenty five percent (25%) of the contract total.

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Owned Business Enterprise Plan from December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file.

In accordance with the provisions of G.L.M. c.30B, §9, the City reserves the right to cancel the RFP or to reject in whole or in part any and all RFP if the City determines that cancellation or rejection serves the best interest of the City.

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

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer
August 26, 2021

**CITY OF NEWTON
PURCHASING DEPARTMENT**

AUGUST 26, 2021

REQUEST FOR PROPOSAL #22-13

**WEB BASED FACILITY MANAGEMENT SYSTEM
FOR CITY OF NEWTON PUBLIC BUILDING DEPARTMENT**

I. TIMELINE & DECISION TO USE A REQUEST FOR PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for the delivery, implementation, management and support of a Web Based Facility Management System for the City of Newton's Public Buildings Department, comparative judgments of technical factors will be necessary. The City believes an advantageous Facility Management System proposer must have extensive experience in the development, management and on-going support of Facility Management Systems in a large public school district operations, which would require a detailed plan of services to support such a system and recommendations and an implementation plan to create and operate the system.

The RFP process will allow the City to assign comparative ratings to proposers based on the extent of their experience providing similar services to comparable school districts. Further, the RFP selection process will enable the City to select a proposer that has demonstrated capability in utilizing pilots, demonstrations and other means to test ideas and educate the City of Newton Public Buildings Department on potential solutions.

The City will establish an Evaluation Committee to evaluate the proposals. The Evaluation Committee will review the proposals from all Proposers who have been deemed responsive and responsible with reference checks to follow. The proposer identified as most advantageous will be expected to develop and present a management plan in accordance with the proposal requirements as further described herein, no later than thirty (30) days upon notification of award.

II. INSTRUCTIONS TO THE PROPOSER AND TECHNICAL PROPOSAL

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, §6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, **no later than 11:00 a.m., September 9, 2021.**

Proposers shall provide (i) ONE (1) ORIGINAL and FOUR (4) COPIES and, ONE (1) CD (or other digital copy) of the TECHNICAL PROPOSAL and (ii) ONE (1) ORIGINAL and TWO (2) COPIES of the PRICE PROPOSAL.

Envelopes shall be marked:

“TECHNICAL PROPOSAL – RFP #22-13 – WEB BASED FACILITY MANAGEMENT SYSTEM”

Proposals must have information submitted in the same order as the criteria listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents that lists the page number provided and documentation that demonstrates they have met each of the criteria listed.

“PRICE PROPOSAL – RFP #22-13 – WEB BASED FACILITY MANAGEMENT SYSTEM”

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

Faxed or emailed proposals will not be accepted.

If you wish to receive notification of any addenda or other notices, please email your company information to purchasing@newtonma.gov. Otherwise you may view all City of Newton public bids on line at: www.newtonma.gov/bids.

- B. **QUESTIONS/ADDENDA:** Inquiries involving procedural or technical matters should be directed in writing, no later than Friday, **September 3, 2021 at 12:00 noon** to:

purchasing@newtonma.gov or facsimile (617) 796-1227
 Purchasing Department
 City of Newton
 1000 Commonwealth Avenue
 Newton, MA 02459

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgement as the first line of their Transmittal/Cover Page, which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City Purchasing Department by emailing or faxing your company’s name, address, phone, fax and email address and include the RFP number (#22-13) and project title. It is the contractor’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City’s website: www.newtonma.gov/bids

- C. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with the Contract Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

- D. The City will reject any and all proposals when required to do so by the above referenced General Laws. In addition, the City reserves the right to waive any informality in any or all proposals, or to reject any or all proposals, in whole or in part, if it be in the public interest to do so.

E. **TIMELINE:**

Event	Date
Release of RFP and post to City of Newton website	August 26, 2021 at 10:00 a.m.
Final questions to be submitted in writing no later than:	Friday, September 3, 2021 at 12:00 noon Email address: purchasing@newtonma.gov
Answers to all questions will be by Addendum issued on:	Monday, September 6, 2021 by 3:00 p.m.
Proposals Submittal Date	Thursday September 9, 2021 at 11:00 a.m.
Proposals to be reviewed.	TBD
Proposal Evaluation Completed	TBD
Contract Award Date	TBD
Facility Management System Services Start Date	January 1, 2022

- F. Each Technical Proposal (not to exceed 75 pages excluding attachments such as company financial reports, System User/Administration manuals, SIF State certifications, etc.) must contain a section for each of the following:

1. Transmittal Sheet including acknowledgement of any Addenda for this RFP.
2. A Letter of Interest including a brief history of your company's experience developing and supporting Web Based Facility Management Systems.
3. Company history.
4. An organizational chart indicating names, positions and current resumes of the key personnel related to this project summaries of credentials and the number of years of experience developing and managing a Web Based Facility Management Systems for the proposer's Project Manager and the Implementation Team who will work with the City on this contract. Note that the contract will require the same Project Manager be assigned to this contract for the first year. Any changes to the Project Manager need to be pre-approved, in writing, by the Public Buildings Department. A full team is to be assembled to provide these services to meet the requirements within this RFP.

5. Resumes of key personnel.
6. Copies of your audited financial statement or tax returns signed by the preparer demonstrating the company's profitability for the three (3) previous fiscal years.
7. Confirmation that the proposer meets all Minimum Criteria.
8. Responses to the Comparative Criteria.
9. A list of all Northeast regional public districts for which the proposer has provided Facility Management Systems services as described in this RFP during the past five years.
10. Completed and signed Price Proposal #22-13 (p. 12 below).
11. References:* A minimum of five (5) references from public entities that the proposer has successfully implemented and converted a Web Based Facility Management System with recommendations and an implementation. References will be verified by the City.
 - a. Send at least two of these references from school districts that has developed creative customizations and advanced custom reports with the customization and reporting tools provided within the proposed Web Based Facility Management System.
 - b. References are to include a one paragraph synopsis, dates of service (purchase and implementation), existing Web Based Facility Management Systems' names, addresses, email addresses and telephone numbers. These references must include at least one reference from a public school district with a minimum of ten (10) schools and a minimum student population of 7,000 .
 - c. If the Web Based Facility Management System proposer has had a contract terminated for default during the past five (5) years, all such actions must be described. "Termination for default" is defined as a notice to stop performance due to the Facility Management System proposer's non-performance or unacceptable performance. Describe all previous terminations for default that have occurred during the past five (5) years, including the other party's names, addresses and telephone numbers. Present the companies' position on the matter. Please indicate if your company has experienced no such termination for default in the past five (5) years.
 - d. If the Web Based Facility Management System proposer has had a contract in the Northeast U.S. that has ended, and they were not renewed for any reason, a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5)years, describe fully all such endings, non-renewals, terminations, including the name, address and telephone number of the former client.

**One member of the Evaluation Committee will check references of all proposers who have submitted a proposal. The same questions will be asked of each reference. The Committee member who checks the references will prepare a report for the remaining evaluators.*

12. Proposer shall provide both a detailed and a high-level overview of the Web Based Facility Management System being proposed, along with a narrative explanation of your system's key features. Please specify which of these features are included in your core product offering and which will be offered as optional modules that may be added at a later date if the City so desires.

- a. **Attachments A** (p. 31) and **B** (pp. 32-34) contain detailed requirements that help identify all of the general and specific functional requirements that we are looking to have included in the new Web Based Facility Management System. We are requesting that each proposer check off all of the requirements that are included in its program. There will also be an ability to add comments to clarify any of these requirements. A responsive requirements spreadsheet is required with your RFP response. Submit a fully completed and annotated Attachment.
- b. Provide a detailed description of how the proposer will meet the City's Web Based Facility Management System requirements as outlined in these specifications.

13. Provide an implementation plan, which shall include a detailed identification of tasks, time lines and resources as well as details of how your company plans to implement the Web Based Facility Management System ,including but not limited to installation, data conversion, customizations, training, and ongoing support. Briefly describe ways your company has creatively customized the Web Based Facility Management System to fit the requirements of the City’s needs. This transition plan must include a detailed transition/start up plan from pre-planning December 1, 2021 through December 31, 2021 to when the system will go live no later than January 1, 2022. Provide information regarding implementation methodology and the expected roles of both the proposer and the City throughout the implementation process. This section should also include the names and qualifications of proposer's Project Manager and any other staff that will be involved in implementing your solution. A sample implementation plan shall be provided, showing how the Proposer intends to have the City up and running by the Go-Live date provided in the City’s timeline.
 - a. Proposer will outline its data conversion methodology and the expected roles of both the proposer and the City as it pertains to data conversion. Provide examples of import templates/definitions that would be provided to the City to assist in the migration of data from the existing Facility Management System to your proposed solution.
 - b. Proposer will outline methodology and the expected roles of both the proposer and the City as it pertains to reviewing the existing customizations and how to implement these either within the new Web Based Facility Management System or build in customized areas. Data conversion support will also be requested.
14. Proposer shall provide a high-level overview of its proposed training methodology, including, but not limited to the following: on-site training, web training, any ongoing training options available after implementation at no additional charge, and any additional recommended training that may be purchased. Please provide a complete breakdown of the training hours included in your technical proposal. **DO NOT INCLUDE HOURLY RATES IN YOUR TECHNICAL PROPOSAL.** This section should be broken down by module and the location of training (web vs.on-site) should be delineated for key stakeholders (e.g., Public Buildings Department, School Department administrative personnel). Proposer must provide on-site training for various City departments.

Proposer's proposal should include a plan for follow-up online training opportunities for the above such as built-in learning modules, webinar sessions and other training methodologies.
15. Provide a detailed description of hardware, software, security, performance and availability
 - a. Proposer shall provide minimum hardware, software, storage, memory, operating system and any other requirements needed to host and access the application. A detailed breakdown of server requirements and recommendations based on the City’s size and any other determining factors must be included.
 - c. This section should include information regarding the database management system used and what query and reporting tools are provided as part of the proposal.
 - c. This section should include information regarding the hosting environment of your solution and any options that your company offers for database administration (e.g., proposer hosted, City hosted, City hosted and proposer administrated, etc.)
 - d. The security of the City’s data is of the utmost importance. Please detail any security features of your system. including, but not limited to: application security, physical security of the data center (if proposer-hosted), and logical security of the data center (if proposer-hosted).
 - e. This section should include specific information regarding suggested backup and proposer must provide information on its post-implementation support model, including, but not limited to, all of the following: phone support, web support, experience/qualifications of support staff:

expected/guaranteed response time.

- f. This section should include details regarding the proposer's release schedule, including the frequency and importance of updates and any options available to the City for downloading and installing these updates.
- g. Provide details on any additional support tools or documentation that will be made available to the City at no additional charge above and beyond any proposed annual license fee.
- h. The Web Based Facility Management System proposer must demonstrate capability and compliance with current and future Massachusetts state reporting requirements.
- i. CORI and SORI checks shall be completed by the Web Based Facility Management System proposer on all employees on-site at any City or Newton Public School location prior to their starting date as outlined in the Commonwealth of Massachusetts Education Reform Law of 1994. CORI and SORI check results must be submitted to Newton Public School prior to the start of the Web Based Facility Management System Proposer's employee start date of planning and implementation.
- j. Forms: A signed Certificate of Non-Collusion, as well as a signed Attestation Form (Certificate of Payment of Taxes to the Commonwealth of Massachusetts) and IRS Form W-9. Forms are provided for all of these submissions with this RFP and are also listed under Minimum Criteria, below.

III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an evaluation committee designated by the *Chief Procurement Officer* which committee shall prepare their evaluations based on the criteria contained herein.

Upon completion of the technical evaluation, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer (i) whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria and (ii) who presents an acceptable plan of services. The City reserves the right to reject any and all proposals if to do so is determined to be in the best interests of the City.

All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

IV. MINIMUM CRITERIA

All proposals must have a section in their proposal labeled MINIMUM CRITERIA and must provide all necessary documentation as evidence that they meet each of the following minimum criteria in order to be considered for further evaluation. If you have placed your documentation elsewhere in this Technical Proposal, you shall indicate the page number where that documentation can be found within your Technical Proposal. If the documentation or identification of page number is not clearly evident for each criterion, the proposal may be deemed unresponsive.

The proposer and/or those employees of the proposer who will be assigned to this project shall provide evidence of the following:

1. Web Based Facility Management System proposer has a minimum of five (5) years of favorable experience developing, installing, managing and supporting Web Based Facility Management System services while meeting or exceeding specific timeline targets set by the district being supported.
2. Web Based Facility Management System proposer has successfully managed a minimum of five (5) public school districts in the Northeast in the last five (5) years and developed recommendations and implementation programs that fully satisfied the school, federal and state law needs and requirements with at least one district consisting of a minimum of ten (10) schools and a minimum of 7,000 attending students.
3. Web Based Facility Management System proposer has submitted a technical proposal that is complete and contains all required information in Section II(F) above.

4. Web Based Facility Management System proposer has successfully demonstrated that 100% of the requirements are met through the proposed Web Based Facility Management System solution as documented in the completion of **Attachment B: Web Based Facility Management System Requirements** (pp. 32-34 below).
5. Web Based Facility Management System proposer certifies that its solution is web based, with a relational database system back end.
6. Proposer's Qualifications and References Form, 3 pages
7. Non-Collusion Form, 1 page
8. Certification of Tax Compliance, 1 page
9. Certificate of Foreign Corporation (if applicable), 1 page
10. Debarment Letter, 1 page
11. IRS W-9 Form, 1 page

V. COMPARATIVE CRITERIA

Proposals from proposers who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A) or Not Advantageous (NA) will be given to each of the following six (6) criteria for each respondent. A composite rating will then be determined. A composite rate of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

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

All proposals must have a section labeled COMPARATIVE CRITERIA and must provide all necessary documentation as evidence that they meet each of the following criteria. If you have placed your documentation elsewhere in this Technical Proposal, you shall indicate the page number(s) where that documentation can be found. If documentation or identification of the page number(s) is not clearly evident for each criterion, the proposal may be deemed non-responsive. The evaluation of the Technical Proposals will be based on the "evaluation criteria" described in this section. A proposal will receive the appropriate rating based on the foregoing and no consideration shall be given to materials and features not requested by the criterion.

1. Functionality

The Proposer has demonstrated that it has the specified functionality as identified in **Attachment B: City of Newton Web Based Facility Management System Requirements**.

Highly Advantageous: Proposed Web Based Facility Management System meets 95-100% of the City of Newton Web Based Facility Management System Requirements as specified in Attachment B.

Advantageous: Proposed Web Based Facility Management System meets 90-95% of the City of Newton Web Based Facility Management System Requirements as specified in Attachment B.

Not Advantageous: Proposed Web Based Facility management System meets fewer than 90% of City of Newton Web Based Facility Management System Requirements as specified in Attachment B.

2. Overall Proposal

The Web Based Facility Management System proposer's overall proposal demonstrates that it has identified all of the eight (8) functional areas of the required features as identified in **Attachment B: City of Newton Web Based Facility Management System Requirements**.

Highly Advantageous: The Web Based Facility Management System proposer has provided more than ten (10) project examples of implementing, managing and operating public school districts with at least one district with a minimum of ten (10) schools and 7,000 attending students.

Advantageous: The Web Based Facility Management System proposer has provided five (5) project examples of implementing, managing and operating public school districts with at least one example of a public district with a minimum of eight (8) schools and a minimum of 5,000 attending students and at least one district converted from a PowerSchool SMS system.

Not Advantageous: The Web Based Facility Management System proposer has provided fewer than five (5) project examples of managing for public school districts with at least one example of a public district with a minimum of six (6) schools and a minimum of 5,000 attending students and at least one district converted from a PowerSchool SMS system.

3. Experience

The Web Based Facility Management System proposer has five (5) years of experience in successfully developing, implementing, managing and supporting a Web Based Facility Management System.

Highly Advantageous: The Web Based Facility Management System proposer has provided more than ten (10) project examples of implementing, managing and operating public school districts with at least one district with a minimum of ten (10) schools and 7,000 attending students.

Advantageous: The Web Based Facility Management System proposer has provided five (5) project examples of implementing, managing and operating public school districts with at least one example of a public district with a minimum of eight (8) schools and 7,000 attending students.

Not Advantageous: The Web Based Facility Management System proposer has provided fewer than five (5) project examples of managing for public school districts with at least one example of public district with a minimum of six (6) schools and 7,000 attending students.

4. Transition Plan

The Web Based Facility Management System transition plan must include detailed identification of tasks, timelines, and resources required to ensure a seamless continuity of operations. The Web Based Facility Management System proposer shall provide a transition plan that details the successful implementation and support of the production in the City. Provide a detailed transition start-up plan from pre-planning from October 10, 2021 through the conversion and project launch no later than December 31, 2021. The plan must detail the additional resources the Web Base Facility Management System will be providing as well as the start-up tasks, implementation dates, estimated completion date and responsible party. A responsive and responsible start-up/transition plan must have sufficient detail. This plan must be submitted in an Excel format and must be customized to City of Newton requirements. At a minimum, major categories are to include as follows: hardware and software installation support, data conversion, testing and data validation, required reporting, customization as required by the City, training and launch support.

Highly Advantageous: The Web Based Facility Management System proposer has provided more than ten (10) project examples of implementing, managing and operating public school districts with at least one district with a minimum of ten (10) schools and 7,000 attending students.

Advantageous: The Web Based Facility Management System proposer has provided five (5) project examples of implementing, managing and operating public school districts with at least one example of a public district with a minimum of eight (8) schools.

Not Advantageous: The Web Based Facility Management System proposer has provided fewer than five (5) project examples of managing for public school districts with at least one example of a public district with a minimum of six (6) schools.

5. User Training/Learning Methodology

The Web Based Facility Management System proposer shall provide a high-level overview of its training methodology including, but not limited to, all of the following: on-site training, web training, any ongoing training options available after implementation at no additional charge and any additional training that may be purchased.

Highly Advantageous: Multiple creative training offerings are a robust feature of the product and/or implementation plan.

Advantageous: Basic training options a robust feature of the product and/or implementation plan.

Not Advantageous: Training options are not a robust feature of the product and/or implementation plan.

6. Post Implementation Product Support

Proposer provided information on its post-implementation project support model including, but not limited to, all of the following: phone support, web support, with qualified support staff and reasonable response time.

Highly Advantageous: Proposer documented experience and capacity to fully meet the needs for ongoing user support.

Advantageous: Proposer documented experience and capacity to mostly meet the needs for ongoing user support.

Not Advantageous: Proposer documented experience and capacity to meet the needs for ongoing user support to a limited degree.

VI. AWARD OF CONTRACT

The *Chief Procurement Officer* shall determine the most advantageous proposal from a responsible and responsive Web Based Facility Management System proposer taking into consideration price and the evaluation criteria set forth in the RFP. Any award shall be subject to negotiation of a mutually acceptable plan of services.

In accordance with the provisions of G. L. C. 30B, §9, the City of Newton reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, in whole or in part, if it be in the public interest to do so.

VII. TERM OF CONTRACT

It is anticipated that this **three (3) year contract shall be effective upon its execution through December 31, 2024**. The continuation of this contract for each fiscal year shall be subject to appropriation and/or continuation of funding for any fiscal year or any part thereof during the term of this Agreement. If funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

CITY OF NEWTON
PURCHASING DEPARTMENT
PRICE PROPOSAL #22-13

A. The undersigned proposes to supply the services specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

WEB BASED FACILITY MANAGEMENT SYSTEM

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

B. This proposal includes addenda number(s) _____, _____, _____, _____,

C. The Bidder's proposes to supply the following Facility Maintenance System at the following annual¹ prices:

Preventive Maintenance	\$ _____
Work Order Management	\$ _____
Facility Rental and Scheduling	\$ _____
Inventory Management	\$ _____
Training of 25 employees (4 hours/pp)*	\$ _____
Contract Total	\$ _____

COMPANY: _____

CONTACT: _____ **PHONE#** _____

** To the extent that the bid is based on estimated quantities, they are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth above.*

D. The undersigned has completed and submits herewith the following documents:

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

¹ The prices provided shall be for one year; the total contract amount will be the amounts provided times 3.

- E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, 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 M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal 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. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the

Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Phone / FAX)

(Email 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.

END OF SECTION

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 of Newton 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 FIVE (5) 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.)

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 of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

CERTIFICATION OF TAX COMPLIANCE

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

**Signature of Individual (Mandatory)

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

Print Name: _____

Date: _____

OR

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

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

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

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

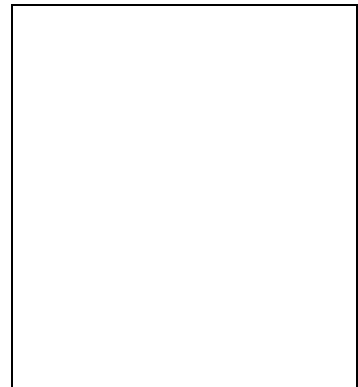
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department

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

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

Date

Vendor

Re: Debarment Letter for Request For Proposal #22-13

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:

- 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	

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,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, in whole or in part, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder 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 articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Sellor.
7. The Sellor shall indemnify and save harmless the City and all persons acting for 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 Seller, within a reasonable time, will at it's 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.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Request for Proposal, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Request for Proposal requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original proposal in the Office of the Purchasing Agent. Failure to do so will lead to rejection of proposal. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Sellor or Contractor and may result in an unenforceable claim.
13. The Sellor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

END OF SECTION

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. ____

THIS AGREEMENT made this ____ day of ____ in the year Two Thousand and Twenty-one 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 agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:

WEB BASED FACILITY MANAGEMENT SYSTEM

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

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposal #22-13 issued by the Purchasing Department;
- c. The Project Manual for Supply and Deliver **Web Based Facility Management System** including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials;
- d. Addenda Number(s) _____;
- e. The Proposal Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work 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. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- 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 this contract shall **extend for three years beginning January 1, 2022 and extending through December 31, 2024.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.
- VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Proposal Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, 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.
- XII. **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 equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **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.
- XIV. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

- XV. 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.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work or Purchase Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. 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.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

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 _____
Print Name _____
Title _____
Date _____

By _____
Chief Procurement Officer
Date _____
By _____
Commissioner of Public Buildings
Date _____

Affix Corporate Seal Here

Approved as to Legal Form and Character

Certified that City funds are available in the following account number:

011501-524100 - _____

By _____
Associate City Solicitor
Date _____

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

CONTRACT APPROVED

By _____
Comptroller of Accounts

Date _____

By _____
Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY – CORPORATE

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

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

- 5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

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

- 6. ATTEST: _____ *AFFIX CORPORATE 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.

ATTACHMENT A

City of Newton Facility Management System Requirements

The City of Newton (hereinafter referred to as the “City”), acting through its Chief Procurement Officer invites highly qualified Bidders to submit written proposals to provide a Facilities Management System Solution for the City’s Department of Public Buildings and the Operations Department of the Newton Public Schools. This software or web-native internet system must have modules which will aid in:

- tracking and management of building maintenance work orders
- facility space rentals
- preventative maintenance work orders
- materials inventory management

These platforms must utilize the most up-to-date technology, including wireless, to be used for communication with customers, users, and employees. The City will guarantee that it will acquire the platforms for preventative maintenance, asset management, work orders, and rentals, all additional platforms must be offered as options and there is no guarantee by the City that it will be purchasing all platforms listed. The City is also looking for an office and classroom management help desk solution, but this is only a preference and will not be required of a successful bid. The Department of Public Facilities – Operations Division is responsible for renting out spaces in eight schools within the City, and maintaining all municipal buildings and schools within the City. The City is looking for a single hosted solution to assist the Department of Public Buildings – Operations Division in carrying out these tasks.

About Newton

The City is located in Middlesex County, approximately 8 miles west of Boston. It is bordered on the west the Town of Wellesley, on the north by the City of Waltham, on the northeast by the Town of Watertown and on the east by the City of Boston’s Brighton neighborhood and by the Town of Brookline. Newton has a population of 83,829 (2000 Federal Census) and occupies a land area of 18.3 square miles. Newton is governed by a Mayor and a twenty-four member City Council. The day-to-day management is under the direction of the Mayor and Chief Administrative Officer. School affairs are administered by an eight-member School Committee and a Superintendent of Schools. The City is classified as an economically developed suburb with above average wealth levels and higher education attainment. The City has an “AAA” credit rating from Standard and Poor’s.

The City 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, City library, and recreation. The City also provides public education in grades kindergarten through twelve. The City currently operates 4 pre-schools programs, 15 elementary schools, 4 middle schools, 2 senior high schools and 1 administration building.

About Current Operations

Preventative Maintenance: Public Buildings has recently begun to use an internet-based preventative maintenance program by Schooldude.com to document preventative maintenance that needs to take place on a daily, weekly, quarterly, and/or annual basis.

Work Order Management: Public Buildings and the School Operations Department currently utilize a web-based work order system through Schooldude.com to process, approve, and track the completion of Work Orders. This system also enables the Public Building’s department to create invoices called “transfer bills” which are given to the School Department for payment. The School Department is able to transmit this file electronically to the City’s accounting department for payment.

Facility Rental and Scheduling: The Operations Department of the Newton Schools is responsible for permitting classrooms, media centers, lecture halls, auditoriums, cafeterias, conference rooms, and gyms within the 22 buildings that the School Department currently operates. This process is enabled Schooldude.com’s Facility Scheduling Direct product. Rental of non-school buildings is not currently managed with an electronic or software process.

Inventory Management: The Operations Department currently uses Schooldude.com’s Inventory Direct to manage and track custodial supply inventory.

Training: The City of Newton is requiring “On Site” training in Newton for 25 people for a period of one week (40 hours) at a mutually agreed upon date and time. The cost of this is to be part of the base bid as shown on the bid form.

ATTACHMENT B

City of Newton Web Based Facility Management System Requirements.

1. General Provisions

The City is seeking software or web native solutions to assist the Department of Public Buildings and Operations Department of the Newton Public Schools with the following tasks:

1. The City prefers to purchase a single software or a web native system with modules for work order management, facility rental permits, preventative maintenance, asset and inventory management, the option of capital asset management, and internal facility survey tool, with the option of IT and school management. The City is interested in a solution that is hosted by the provider. A solution requiring administrator rights to run at the local (desktop) level is not acceptable for this project.
2. The system must allow for an unlimited number of users and requesters, over the City's Ethernet TCP/ IP wide areas network and provide a hierarchy of user functions, and allow multiple users access simultaneously. The various functions assigned to users must be transferable to new users providing the same functions as past users no longer in the system.
3. The system must provide for the transfer, in whole or in part, of the organization data in a format that is compatible with the organization's financial software package.
4. The system should allow remote site requesters to be provided with status updates on request that have been previously requested via e-mail. The request notification should allow for the Public Building Department to automatically notify work order requester when the work is completed or when the work is delayed due to parts on order or other reasons. These requests should be password protected so that only that requester sees requests that have been previously submitted by them.
5. Any data that is entered into one module of the system, i.e., work order management, must be automatically uploaded to other modules, i.e. facility rental permits, etc.
6. The proposed Facility Management System must provide for the transfer, in whole or in part, of the organization data in a format that is compatible with the organization's financial software package.
7. All data reports must be able to be exported into MS Excel.
8. Work order numbering system must tie into current building codes, date and rolling numbers example 01-001-2004.
9. All data is to remain the property of the City of Newton.
10. The system must provide for the transfer of ALL the organization data directly to the organization's servers via the network in a universally accepted format for archival purposes; to be run by the organization, at the organization's pleasure.
11. The system must provide for the universally accepted format for both operating system platforms, MAC and PC.
12. The system must be capable of providing uninterrupted access to the organizations data 24 hours a day, 7 days a week.
13. The solution must provide the necessary storage space of 4 years of the organization data, which encompasses the current budgeting year plus 3 consecutive years, prior to the current budgeting year.
14. The system must provide for the archiving of the organization data that falls prior to the above stated 4 years of storage, to be provided to the organization, in a universally accepted format.

2. Security

1. Physical Security

The solution must provide for the storage of the organization data in a secure, protected environment that includes, but is not limited to, a fire suppression system, redundant power supply systems, redundant physical security systems, and an HVAC system providing environmental conditions suitable for the storage of electronic data.

2. Application Security

The solution must be capable of supporting various levels of security controls over all systems of the functions and data either on an individual or group basis due to different aspects facilities maintenance being managed/performed by different parts of the organization.

3. Hardware and Network Security

- The solution must have equipment and application monitoring procedures capable of providing, but not limited to, transaction monitoring, web services monitoring, database services monitoring, mail service monitoring, network equipment monitoring and server monitoring.
- The solution must provide a redundant hard drive array based on industry RAID 5 standards.
- The solution must provide redundant connections to the Internet providing 100% uptime.
- The solution must have daily tape backup procedures of the organization data in place.
- The solution must have data recovery procedures in place to safe guard the organization data.

3. Work Order Processing and Tracking

The City is looking for a solution that will allow multiple users with different access levels to submit, prioritize, schedule, update, and track the status of work orders. The product must facilitate the following:

- Must allow for the entry of work orders up to 200 users simultaneously.
- Must channel those submissions through a hierarchy, allowing for an established workflow.
- Must clearly illustrate updates, priorities, and scheduling to all users.
- Must provide the ability for end users to request more information, reassign to the appropriate party, and close out work orders.
- Must integrate with the Facility Rental and Scheduling system, the Preventative Maintenance system, and the Asset Management/Inventory system by exchanging information
- Must reduce redundancy of request and notify of prior request made.
- Must be usable on both wired and wireless technology.
- Must have the ability to create paper and electronic reports
- Must be able to track and notify vendors via email of all needed repairs and generate a cost estimate to the appropriate party.
- The following reports should be available and be password protected
 - A Standard reports
 - B Labor and material transactions for each work order
 - C Work order tracking fields such as trade, purpose, budget and other codes
 - D user definable tracking fields
- The solution must provide a report generation tool capable of transferring data from a report, created by the organization, from the organizations data, to the organizations network, in a universally accepted format.
- Closed work orders should be able to be opened to add additional cost, labor or change status.

4. Facility Rental and Scheduling

The City is looking for a solution that will allow multiple users with different access levels to submit, approve, and deny permit requests. This product must facilitate the following:

- Must provide a calendar of events viewable through the program and online by outside requesters.
- Must allow outside requesters to submit a request to schedule the use of a space which is not already scheduled on the calendar.
- Must provide an accounting tool which issues receipts, daily and weekly batches, internal credits, and preferably integrate with software currently utilized by the City's Accounting Department.
- Must store information on user groups, insurance, contacts, and have the ability to edit group contract information while preserving past information.
- Must distribute email verification or denial of permit requests to the user, Senior Custodians, main office at applicable location, and if meets certain requirement, IT center, kitchen staff, police, and fire.
- Must distribute automatic email for all cancellations.
- Must not allow for any double booking once approved by appropriate personnel.
- Must issue a unique identification number for all requests accepted or denied.
- Must allow for the storage of scanned documents for the purpose of cataloging i.e. insurance verification forms.
- Must be able to upload all information presently stored as an access database to system.
- Must be able to integrate with the Work Order system and automatically generate work orders for set-up, heat, and other preparatory work.
- Must be able to integrate with the City's energy management systems including ENE Control Suite Building Management System and Lutron Lighting Control System.

5. Preventative Maintenance

The City is looking for a solution that can be preloaded with information regarding the scheduled maintenance procedures for each type of equipment. The product must facilitate the following:

- Must generate maintenance schedules on a daily, weekly, monthly quarterly, or annual basis.
- Must automatically generate work orders.
- Must track preventative maintenance once completed for the lifecycle of the equipment.
- Must be able to track and notify via email vendors of upcoming scheduled maintenance.
- Must be able to log and record all parts and part number needed for preventative maintenance program by building, equipment type, and type integration.

6. Building Alarm Monitoring

The City is looking for a solution that can integrate all critical alarms with our requested work order program. The product must facilitate the following:

- Must direct communications between the HVAC alarm system to the Work Order system.
- Must direct communications between the Fire alarm systems to the Work Order system.
- Must direct communications between the burglar alarm system to the Work Order system.

7. Inventory Management

The City is looking for a solution that can integrate all critical alarms with our requested work order program. The product must facilitate the following:

8. Additional Features

The City is interested in receiving submissions for all additional platforms and features that your company might provide such as survey tools and the ability to share information and reports with the vendor's other municipal or school clients.

END OF SECTION