REQUEST FOR PROPOSAL
CITY OF NEW BEDFORD
HUMAN RESOURCES

HUMAN RESOURCES INFORMATION SYSTEM

New Bedford, Massachusetts

#20152042

December 2, 2019

Jonathan F. Mitchell
Mayor

Human Resources
133 William Street
New Bedford, MA 02740
The City of New Bedford, Purchasing Department, in conjunction with the Human Resources Department is soliciting proposals for a Human Resources Information System.

Sealed proposals will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, Massachusetts, 02740, during business hours, until the date and time of the bid opening.

Responses Due:
Monday, December 23, 2019 at 11:00 AM. Prevailing Time

Contract Documents, including the Information for Responders Form of Contract, Specifications, and other Contract Documents, may be obtained and/or examined on or after Monday, December 2, 2019, in the office of City of New Bedford, Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740, (Monday thru Friday – 8:00 AM – 4:00 PM). Documents may be obtained by visiting the City of New Bedford webpage www.newbedford-ma.gov/Purchasing or by emailing purchasing@newbedford-ma.gov.

Attention is called to the fact that supplies and services furnished as part of this Contract are exempt from the Sales and Use Tax. All proposals submitted should take this factor into consideration, and be calculated accordingly.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended by mutual agreement between the City and the awarded bidder.

No Responder may withdraw their bid for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

The Responder must furnish a Non-Collusion Form and Statement of Taxes with their bid.

Proposals must include ALL DOCUMENTS required by the Invitation for Bid. The Awarding Authority reserves the right to waive any informality, reject any or all proposals, or accept other than the lowest priced proposal.

Awarding Authority
City of New Bedford
Molly Gilfeather, Director of Purchasing
CITY OF NEW BEDFORD, MASSACHUSETTS

REQUEST FOR PROPOSALS #20152042

GENERAL CONDITIONS AND NOTICE TO PROPOSERS

Proposal for a Human Resources Information System

1. Sealed proposals for the Purchase and delivery of the above will be received in the Purchasing Department, Room 208, 133 William Street, New Bedford, MA, until **Monday, December 23, 2019 at 11:00 am** at which time all proposals received will be recorded in the presence of such proposers as desire to be in attendance. No proposals will be accepted after the time and date specified. This is not a public opening.

2. There will be no scheduled bidder’s conference, however, all questions must be submitted electronically via email to purchasing@newbedford-ma.gov no later than **Wednesday, December 11, 2019 by 4:00 pm**. Answers will be provided to all Responders of Record as having requested the proposal documents.

3. The proposer must submit their Technical Proposal and Price Proposal in separate sealed envelopes bearing on the outside the name and address of the Proposer, addressed to the Director of Purchasing, City Hall, New Bedford, MA 02740. The Technical Proposal must be properly filled out, signed, sealed and endorsed: **“RFP # 20152042 Human Resources Information System - Technical Proposal”**. The Price Proposal must be properly filled out, signed, sealed and endorsed: **“RFP # 20152042 Human Resources Information System – Price Proposal”**.

   Telephone responses and faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of proposals not properly marked.

4. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as informal by the Procurement Officer.

5. The Proposer will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts and of the City of New Bedford. Certificates of all required insurances’ will be required prior to executing a contract.

6. All submitted proposals and associated price quotes must be guaranteed to the City of New Bedford for a period of thirty (30) days from the date of the proposal opening. If a contract is to be awarded as a result of this RFP, it will be awarded within the thirty (30) day time period.

7. As provided by Massachusetts General Law, Chapter 64H, §6(d), purchases made by the City of New Bedford are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

8. The City reserves the right to reject any and all proposals, and to make awards in a manner deemed in the best interest of the City.

9. The Proposer will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Director of Purchasing.

10. All proposal prices stated must be firm.
11. When submitting a proposal, the Proposer shall submit (1) one original and (5) five copies of the technical proposal and (1) original and (1) one copy of the price proposal and if the City accepts said proposal, it shall constitute part of the contract.

12. Before submitting a proposal, each Proposer must make a careful study of the specifications contained in this Request for Proposal document and fully assure themselves as to the quality, quantity and type of services that the City is seeking to have performed.

13. The proposal for this work must cover all contingencies, including all labor and materials, transportation, etc., necessary for the purchase and delivery/execution of the services required by the City of New Bedford.

14. The Proposer who is selected to provide services will be required to indemnify the City for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., during the period of this contract.

15. The contract agreement will be in the form customarily employed by the City and is attached hereto.

16. The specifications as detailed under part entitled TECHNICAL PROPOSAL SPECIFICATIONS, from the Scope of Services, shall constitute a part of the contract of purchase, as well as all conditions listed on these first 2 pages. A copy of the successful Proposer’s/vendor’s proposal will be incorporated herein and made a part of this contract.

17. The successful proposer will be responsible for supplying all labor and materials necessary to satisfy the requirements of this proposal.

RULE FOR AWARD: Ideally one contract will be awarded to the most responsive and responsible Proposer whom the City determines offers the most advantageous proposal, taking into consideration all evaluation criteria set forth in the RFP, as well as price. There is a possibility that multiple contracts could be awarded for individual applications.

The contract that is awarded as a result of this Request for Proposals will be effective upon completed execution of a contract signed by both the successful Proposer and the appropriate City officials. The contract will be for a period of no more than 1 year.

TERMINATION CLAUSE: If at any time the Vendor fails to fulfill or comply with any of the requirements of this proposal/contract, such as shoddy workmanship, executing improper operating procedures, supplying substandard, improperly trained employees, not adhering to the work schedule, etc., the City, at its option, can terminate this contract upon thirty (30) days written notice to the firm.

END OF SECTION
A. INTRODUCTION

The City of New Bedford is seeking proposals from qualified vendors regarding Human Resource Information System (HRIS) software. The HRIS software would maintain employee data for current and former employees and include features for applicant tracking, onboarding, benefits administration, and electronic record keeping. The HRIS software would integrate with MUNIS (Tyler Technology) Financials and Central Square IMC.

If you are a vendor that specializes in Onboarding or Applicant Tracking software and provide seamless integration to industry vendors that specialize in other areas of human resource information management, we would encourage you to apply. Although a single system that meets all our needs is preferred, we would consider combining systems from different vendors to build exactly what we want.

The City has appropriated $71,788 for this software.

Below you will find key statistics that directly relate to the City of New Bedford’s responsibilities in the role of personnel management:

<table>
<thead>
<tr>
<th>Total # of city employees</th>
<th>1,247</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>1,034</td>
</tr>
<tr>
<td>Part-time</td>
<td>16</td>
</tr>
<tr>
<td>Variable-time (19.5 hrs/wk or less)</td>
<td>83</td>
</tr>
<tr>
<td>Seasonal</td>
<td>99</td>
</tr>
<tr>
<td>Other (temp, emergency, etc....)</td>
<td>15</td>
</tr>
<tr>
<td>Total # of salaried positions</td>
<td>221</td>
</tr>
<tr>
<td>Total # of hourly positions</td>
<td>1,026</td>
</tr>
<tr>
<td>Total # of bargaining units</td>
<td>4</td>
</tr>
<tr>
<td>Total # of city departments</td>
<td>34</td>
</tr>
</tbody>
</table>

*current information as of 07/29/2019

B. SOLICITATION KEY DATES AND TIMELINE

(Date are subject to change at any time in the City’s sole Discretion)

<table>
<thead>
<tr>
<th>RFP Activity</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Documents Available:</td>
<td>Monday, December 2, 2019 at 8:00 am</td>
</tr>
<tr>
<td>Questions Due:</td>
<td>Wednesday, December 11, 2019 by 4:00 pm</td>
</tr>
<tr>
<td>Questions Answered:</td>
<td>Monday, December 16, 2019 by 4:00 pm</td>
</tr>
<tr>
<td>Bids Due:</td>
<td>Monday, December 23, 2019 at 11:00 am</td>
</tr>
<tr>
<td>Award Notice:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

C. Scope of Services

See “Section I. Scope of Services” for full scope of services.

D. Proposal Outline

To simplify the review process and to obtain the maximum degree of comparability, the proposals should include the following items and be organized in the manner specified below.
1. Letter of Transmittal
A letter of transmittal briefly outlining the proposer’s understanding of the work and general information regarding the proposer and individuals to be involved is limited to a maximum of two pages. The letter should clearly identify the local address of the office of the proposer performing the work, the telephone number, and the name of the authorized representative. The letter shall include a clear statement from Proposer that this offer is binding and shall remain open for 120 days from the due date of this RFP and acknowledges that its proposal cannot be withdrawn within that time without the written consent of the City.

2. Table of Contents
Include a table of contents that identifies the material by section, page number, and a reference to the information to be contained in the proposal.

3. Profile of Proposer Proposing
a. State whether the proposer is a local, national, or international proposer and include a brief description of the size of the proposer. State whether the proposer is a qualified small or minority-owned business, women’s business enterprise or labor surplus area proposer.
b. State whether the proposer is in compliance with the registration and permit requirements to do business in Massachusetts.

4. Qualifications
a. Describe recent experience with implementing an integrated HRIS solution for organizations of a similar size and/or industry to the City.
b. Include three client references, preferably organizations similar in size and industry to the City. If possible, please indicate at least one reference based in Massachusetts.

5. Scope of Services to be Provided
Answer in detail all of the questions outlined in section I. Scope of Services. Responses from vendors should be typed, clearly labeled and numbered, and should include the original question.

6. Fees and Compensation
Provide the following information as relevant to the price proposal:

Estimate of all costs for product, implementation, and servicing/support. Note that several sections within the Scope of Services have requests to itemize costs. Include these costs in your price proposal only, not in the technical proposal. Please make sure the following are included:

a. License Fee:
b. Annual Maintenance:
c. Implementation costs:
d. Training costs:
e. Customization costs:
f. Interface/feed development costs:
g. Monthly hosting fees:
h. Monthly processing fees:
i. Monthly service fees:
j. Other monthly fees:
k. Other one-time fees:
l. All third-party costs:
m. The frequency and timing of the billing process.
If the fee is proposed under a different methodology (e.g., a fixed price for all services) please provide a basis for the proposed fee.

7. Exceptions to Contract Requirements
Any exceptions to the requirements of the sample contract shall be noted in the proposal. The City shall have no obligation to accept any exceptions and may reject any proposal noting exceptions to its contract requirements.

E. Selection Process

By use of the evaluation criteria below, proposals will be evaluated by the City against the factors specified. The city will ultimately award to the most responsive and responsible Proposer(s) whom the City determines offers the most advantageous proposal(s).

Comparative Evaluation Criteria:

<table>
<thead>
<tr>
<th></th>
<th>Highly Advantageous</th>
<th>Advantageous</th>
<th>Not Advantageous</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Employee Data</td>
<td>Meets all 9</td>
<td>Meets 6-8</td>
<td>Meets 3-5</td>
<td>Meets 2 or fewer</td>
</tr>
<tr>
<td>Management</td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
</tr>
<tr>
<td>2. Applicant Tracking</td>
<td>Meets all 21</td>
<td>Meets 14-20</td>
<td>Meets 9-13</td>
<td>Meets 8 or fewer</td>
</tr>
<tr>
<td></td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
</tr>
<tr>
<td>3. Onboarding</td>
<td>Meets all 17</td>
<td>Meets 12-16</td>
<td>Meets 6-11</td>
<td>Meets 5 or fewer</td>
</tr>
<tr>
<td></td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
</tr>
<tr>
<td>4. Benefits Administration</td>
<td>Meets all 9</td>
<td>Meets 6-8</td>
<td>Meets 3-5</td>
<td>Meets 2 or fewer</td>
</tr>
<tr>
<td></td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
</tr>
<tr>
<td>5. System Administration</td>
<td>Meets all 4</td>
<td>Meets 3</td>
<td>Meets 2</td>
<td>Meets 1 or fewer</td>
</tr>
<tr>
<td></td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
<td>requirements</td>
</tr>
<tr>
<td>6. Qualifications</td>
<td>Has implemented an integrated HRIS solution for organizations of similar size and/or industry to the City 4 or more times</td>
<td>Has implemented an integrated HRIS solution for organizations of similar size and/or industry to the City 3 times</td>
<td>Has implemented an integrated HRIS solution for organizations of similar size and/or industry to the City 1-2 times</td>
<td>Has never implemented an integrated HRIS solution for organizations of similar size and/or industry to the City</td>
</tr>
<tr>
<td>7. References</td>
<td>Included 3 or more references, with at least one based in Massachusetts</td>
<td>Included 2 references, with at least one based in Massachusetts</td>
<td>Included 1 reference, preferably based in Massachusetts</td>
<td>Included no references</td>
</tr>
</tbody>
</table>

F. Review Process

The city may, at its discretion, request interviews/presentations by or a meeting with any or all proposers, to clarify or negotiate modifications to the proposer’s proposal. However, The City reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the proposer can offer. The City contemplates award of the contract to the responsive, responsible proposer whose proposal is the most advantageous to the City, based on the highest total points and its decision is final.

As a Municipal contractor, it is the City’s policy to utilize, whenever possible, small businesses, disadvantaged small businesses, veteran-owned small businesses, minority-owned firms, and/or woman-owned businesses. Therefore, proposers that meet these criteria will be given preference, should they meet all other stated criteria in the RFP.
G. Notice to Proposer(s)

All materials provided to the City become the property of the City and may be returned only at its sole discretion. The City is a public entity. All proposals and any materials submitted with a proposal may be deemed public records subject to disclosure pursuant to the Massachusetts Public Records Act. No portion of any proposal or materials submitted therewith will be withheld from disclosure as proprietary, trade secret or confidential unless that portion is clearly marked by the proposer as such, and the proposer agrees to indemnify The City against any claim or action to compel disclosure of such portion of the proposal. The City is not obligated to accept any proposal or to negotiate with any entity. All transactions are subject to the final approval of the City, which reserves the right to reject any and all proposals without liability. All costs directly or indirectly related to a response to this RFP will be borne by the proposer.

The contract, if any, shall be awarded to the responsible proposer whose proposal is most advantageous to The City, based on the evaluation criteria set forth in this RFP. The City may at its sole discretion select the response that best fits its needs, may choose to cancel the RFP, or to not select any proposer. A selection committee will evaluate the responses based on established criteria including compliance with the direction herein, experience and qualifications, cost, financial position of the company, and other factors as stated in this RFP. If selected, the successful proposer will enter into a written agreement with the City that will include service agreements and compensation agreements.

All information in this RFP should, for purposes of this RFP, be considered proprietary and confidential. Information contained in this RFP should not be shared or distributed without the expressed written consent of the City.

H. Rejection of Proposal(s)

The City reserves the right in its sole discretion to reject any or all proposals, in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. The proposal may be rejected if it fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The City may or may not waive an immaterial deviation or defect in a proposal. The City waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable. Proposals that contain false or misleading statements may be rejected if in the City opinion the information was intended to mislead the City regarding a requirement of the RFP.

The City may reject a proposal from a proposer it finds non-responsible. Any person or entity that has substantially assisted the City in preparing any part of this RFP is prohibited from submitting a proposal. Submission of a proposal to the City shall constitute the proposer’s certification that the proposal is not collusive.

END OF SECTION
I. Scope of Services

The Scope of Services is sectioned into categories. Responses from vendors should be typed, clearly labeled and numbered, and should include the original question.

I. Employee Data Management

We are looking for a system that will meet the basic requirements listed below.

- Stores all historical information related to employment (appointments, promotions, demotions, transfers, reorganization, separations, salary, department, bargaining unit, personnel status, etc.)
- Maintains current information on employees
- Creates a service record on employees
- Stores historical data related to discipline and performance (evaluations, warnings, improvement plans, etc.)
- Ability to adjust historical data when approved changes are retrograde
- All historical data is reportable
- Contains electronic personnel files for all current and former employees with ability to add information as needed
- Audit trail for all changes made
- Electronic signing capabilities

Questions/Requests for Vendor:
1. What kind of historical data is stored?
2. What data is included on historical reports? Please provide sample reports.
3. Is there a limit to the historical data that can be captured?
4. How many years is historical data stored?
5. How is older data archived?
6. What is the process for retrieving archived items and how long does it take?
7. What kind of demographic data is stored?
8. Can demographic data be used to complete the EEO-4 report following the parameters set forth by the US Equal Employment Opportunity Commission?
9. Does this solution have its own self-identification/demographics form? If yes, please provide sample.
10. Does the demographic information integrate with Munis?
11. Please provide a sample of the record generated for the EEO-4 report.
12. Does the audit trail include the date, time and user ID that made the change?
13. What does an employees’ service record look like? Please provide examples.
14. How are electronic personnel files organized? Please provide examples.
15. Is there an option to maintain data not listed above, such as licenses, education, and certifications?
16. Please explain how salary history is created and stored in your system.
17. Does your system have the ability to create organizational charts?
18. If yes, how would your system address a reclassification of titles and salary grades?
19. How does reclassification affect historical data on an employee, position, and department?
20. How does your system record and maintain various kinds of paid and unpaid leaves of absence? (i.e. FMLA, Parental Leave, administrative leave, personal leave, etc.)
21. Can your system calculate expected start and end dates for various leaves?
22. How is Workers’ Compensation recorded, maintained, and monitored? Consider settlements or disability retirement decisions that back-date changes to employee history.
23. How does your system support electronic signatures?
24. Please provide the cost breakdown of this application in your price proposal.
II. Applicant Tracking

We are looking for a system that will meet the basic requirements listed below.

- User-friendly design for applicants, hiring managers and administrators
- Ability to configure the workflow for multiple hiring processes that exist for various positions
- Vacancies will be tied to hiring requisitions that track status and reason for vacancy
- Applications will be associated with a specific requisition and follow that recruitment workflow
- Allows multiple application templates (general, labor service, summer, board member, intern, etc.
- Designed as one applicant record with all recruitment activity/history associated with that applicant
- Automatic responses, notification and/or emails to applicants and candidates...
  - When a position is posted or closed
  - To confirm receipt of application or materials
  - When a selection has been made
  - To offer position
- Possess an effective communication platform between applicants and hiring managers that can schedule interviews, send and receive materials related to the interview (i.e. writing sample) and allow follow-up between the parties
- Allow administrators to establish access levels in the system by role, department or team
- Candidate pipeline options
- Create, update and store job descriptions in the system
- Applicants cannot submit applications without completing all required fields
- Automatic saving features allowing applicants to leave and return to their application as needed
- Applicants may upload resumes and update as needed
- Ability to post jobs internally due to employee bidding rights
- Ability to post jobs externally and communicate with job boards
- Ability to store interview feedback from hiring managers
- Ability to complete and store Affirmative Action information anonymously
- Reporting capabilities with ability to organize based on information stored in the applicant tracking software
- Technical support for applicants 24/7
- Electronic signing capabilities

Questions/Requests for Vendor

1. Please explain the process applicants will go through when completing an application.
2. Our hiring process involves the input and approval of up to five departments, can your system tailor a workflow to our hiring process?
3. What information can be included on the hiring requisition?
4. Please explain the process for existing applicants who would like to forward their application for another vacancy.
5. There are 5 separate applications with the City of New Bedford, can your system distinguish between them and apply the appropriate workflow?
6. Please provide samples of an applicant’s recruitment activity and history.
7. Is there a library of standard correspondence hiring managers may access to communicate with applicants?
8. Can offer letters be generated for candidates upon request or automatically?
9. Are there any features that allow an exchange of schedules between applicants and hiring managers?
10. All department heads are involved in the hiring process but there are different hiring managers depending on the position or division, how does your system allow us to address a department’s recruitment needs?

11. Please describe the different access levels available.

12. What kind of information is shared or accessible at each of these access levels?

13. Are there preliminary questions to distinguish more qualified applicants from those less qualified?

14. What other features are used to assess an applicant’s qualifications?

15. Can we search for applicants based on criteria that fits the job description? (i.e. residency, special licenses, years of experience, etc.)

16. Can your system maintain job descriptions in their current format?

17. Some positions require a driver’s license while others do not, can required fields be determined by the requirements of the position for which someone is applying?

18. Can applicants upload copies of any special licenses, resumes or letters of recommendation along with their application?

19. Can your system parse out information from resumes and automatically fill in relevant portions of the application?

20. Are you familiar with civil service hiring requirements?

21. What features, if any, can support civil service hiring?

22. What job boards are compatible with your program?

23. Is there an additional cost associated with those job boards?

24. Can we require hiring managers to provide interview feedback?

25. We currently provide hiring managers with an interview log outlining areas to consider when evaluating applicants; will we still be able to provide this information with your system?

26. Affirmative Action information is tied to the position, not the applicant. How does your system collect and store this data?

27. What kind of technical support is offered to applicants if they run into issues with the application portal?

28. What information can be found on reports generated through your applicant tracking system?

29. How does your system support electronic signatures?

30. Please provide the cost breakdown of this application in your price proposal.

**III. Onboarding**

We are looking for a system that will meet the basic requirements below.

- Newly hired candidates transition seamlessly from applicant tracking system once an offer of employment has been accepted
- Management of all onboarding tasks located in one place
- User-friendly design for newly hired employees and administrators
- Ability to monitor the status of all onboard activities
- Notification and outreach options for ongoing tasks or paperwork
- Configure multiple onboard welcome packages
- Ability to build forms in-house
- Ability to distinguish between mailing and home addresses
- Require certain fields of information be completed on forms
- Electronic forms must be stored, replaced or updated in an electronic repository for easy, anytime access
- Contain search options for information stored
• Ability to embed videos
• Audit trail for employee changes
• Offboarding capabilities
• Information is reportable
• Technical support for newly hired employees 24/7
• Electronic signing capabilities

Questions/Requests for Vendor
1. Please explain how information from applicant tracking moves to the onboard system.
2. Please explain what features can be found on a centralized “dashboard” and any customizable options.
3. Please provide visual examples of a “dashboard” with ongoing activity. How are the onboard tasks tracked?
4. What kind of notifications can employees and employers expect? Please provide samples.
5. We currently have 18 separate employee packages; can your system accommodate our existing packages and add more as needed?
6. Please explain how your form builder works. Is there an additional cost to this feature?
7. We would prefer some forms found in the employee package to be displayed in their original format; can your system upload existing forms for employees to complete? (i.e. I-9 and W-4)
8. Are employees required to complete the onboard package in sequential order?
9. Can employees upload attachments when completing a new hire package? (i.e. licenses)
10. Can employees remove and/or edit information they’ve uploaded once their package is complete?
11. Are there automatic updates for forms with expiration dates?
12. We distribute policies on an annual basis that employees must acknowledge; can your system support ongoing data maintenance for existing employees?
13. If yes, will the system notify us of employees who’ve received the annual notices as well as employees who’ve yet to respond?
14. Is an electronic personnel file created through the onboard process?
15. If yes, can access be restricted to the personnel file? (i.e. hiring managers cannot access information)
16. Can employee information be imported to our other information management system, MUNIS?
17. What offboard features and notifications are available?
18. Please explain what information is included in reports generated through your system.
19. Are notifications sent to the administrator when employees’ update their information?
20. Will newly hired employees have to toggle between screens to reference instructional videos while completing forms found in their onboard package?
21. Does the audit trail include the date, time and user ID that made the change?
22. What kind of technical support is offered to newly hired employees if they run into issues with the onboard portal?
23. How does your system support electronic signatures?
24. Please provide the cost breakdown of this application in your price proposal.

IV. Benefits Administration
We are looking for a system that will meet the basic requirements below.
• Employees can view/enroll/change/terminate health, life, FSA benefits online.
• Employees can waive benefits online.
• Track and maintain information for dependents.
• Ability to attach documentation (birth certificate, marriage certificate, etc.).
• Link to carrier website (currently BCBS) so employees can find their doctor’s PCP #.
• Ability to integrate with health/life/FSA carrier websites to automatically enroll and update employees. If not, then the ability to print employee enrollment form from the HRIS system with all their information on it.
• Includes pre-tax and post-tax benefits/deductions.
• Make changes to benefits off open enrollment
• Print 1095C forms for both active and retired employees.

Questions/Requests for Vendor
1. When was the benefits product/module developed?
2. Describe the integration between benefits & payroll.
3. Will employees be able to view Summary of Benefits, Plan Comparisons, and Rates?
4. Do employees have to go in every year during open enrollment to elect benefits even if they are not making any changes?
5. When an employee makes a change due to a qualifying event, how are we notified?
6. When a new employee signs up for coverage, they pay 4 weeks ahead and their insurance always starts on a Sunday. Can the program automatically populate insurance start dates – or do we manually input this information? If an employee resigns, do we need to end date their insurance (insurance always ends on a Saturday 4 weeks later)?
7. If employees choose not to enroll, can they sign a waiver online?
8. Can employees attach documentation to the enrollment form (birth certificate, marriage certificate, etc…)?
9. If employees are missing documentation, are we able to message them and their payroll clerk to notify them?
10. Can due date reminders be sent?
11. Will the deduction automatically populate for the plan they choose? There are 2 pay periods during the year when health & life deductions do not come out – will this be an issue?
12. If an employee enrolls in benefits late and needs to make up payroll deductions, what steps are taken to obtain payment?
13. Can enrollment forms be printed with employee info/electronic signature (i.e. for subpoenas)
14. Can the system stop employees who aren’t eligible for benefits from enrolling? (ex. temps who have not worked long enough, variable-time, etc…)
15. Can reports be run showing how many are enrolled in the different options (HMO, PPO, Individual, Family, etc…) and how many waived the insurance?
16. Can COBRA notices automatically be generated when employee/dependent is terminated?
17. Does the program automatically generate the correct coding needed for the 1095C forms?
18. Retiree health insurance information is kept on a separate spreadsheet and uploaded to our system to print their 1095C forms. How does your system handle the creation of 1095C forms for retirees?
19. Can the system track employees who switch departments or divisions? This would affect their health insurance group # and the carrier website would need to be updated.
20. Can the system recognize if a full-time employee becomes ineligible for benefits? (Full-time to variable-time)
21. Please provide the cost breakdown of this application in your price proposal.

V. SYSTEM ADMINISTRATION

At a minimum the system administration should meet the following requirements:

- Provide tools for administrators to easily lockout, inactivate, and reactivate user accounts.
- Provide role-based security for determining user privileges throughout the application.
- Provide the ability to configure an unlimited number of security profiles using role security.
- Provide configurable rules for password policy and administrator tools to easily reset passwords.

VI. TECHNICAL REVIEW/INTEGRATION

An on-premise system is preferred. The system should run on a Relational Database Management System (RDMS). The RDMS used by the City today is SQL Server. Integration with the following Tyler Technologies MUNIS Software modules include Budget, Accounts Payable and General Ledger. At a minimum the integration tools should be a modern REST API. Data from the system should easily export into text, excel and pdf formats. Details of the application response time, benchmarks for processes such as payroll processing, screen navigation, report generation, etc. should be provided.

If a cloud-based system is considered the system should not require a VPN connection or a remote desktop solution and the offsite redundancy servers should all reside in the United States. A description of your company’s disaster recovery options would need to be provided.

Questions/Requests for Vendor

1. Provide the types of technical resources required for your solution.

VII. SECURITY

Questions/Requests for Vendor

1. Describe your security architecture, including any significant failures, breaches or issues encountered in the last five years.
2. Does your proposed application support single sign on?
3. Does your application allow for global security policies (e.g., number of invalid attempts before reset, time outs)?
4. How is a validation for forgotten passwords processed when an employee locks out or has forgotten log-on information?

VIII. CUSTOMIZATION

Questions/Requests for Vendor

1. Can we perform customizations or do you the vendor need to modify the system?
2. Can the look and feel (e.g., logos and colors) of your application be customized?
3. How are customizations preserved during product updates?
IX. IMPLEMENTATION

Questions/Requests for Vendor
1. What is your process for effectively managing the implementation process?
2. How long is a typical product implementation?
3. Please describe the major phases within implementation.
4. Describe the typical implementation project team. Who is the primary point of contact during implementation?
5. During the implementation process, do your consultants assist with process improvement and/or best practices? Provide examples.
6. How many employees from client are needed to support the project?
7. What is your process for moving from implementation to customer maintenance?
8. How long does implementation team stay with client before transferring to customer service?

X. ENVIRONMENT / AVAILABILITY

Questions/Requests for Vendor
1. How many environments do your typically provide to your customer – Sandbox, Testing, Training, Production, etc.?
2. How are incidents handled? What is your standard incident acknowledgement and resolution times?
3. What are the available escalation procedures for New Bedford to accelerate resolution process in the event of unscheduled outage, critical and high incidents?

XI. APPLICATION UPDATES/REQUIREMENTS

Questions/Requests for Vendor
1. How much lead time is provided for clients to accept application updates? Do clients have the option to delay the implementation of product updates?
2. Are release notes issued ahead of time for all application updates?
3. How are new functional requirements from clients prioritized and implemented in your product?

XII. VENDOR PRODUCT TRAINING/CUSTOMER SUPPORT

Questions/Requests for Vendor
1. Provide an overview of your training programs and delivery methods.
2. Is there a test database utilizing real data available for future new employee training?
3. Where are your training facilities located?
4. Is there a cost associated with training for customers during or after implementation?
5. What ongoing customer training is available?
6. What training materials do you provide?
7. Provide an overview of your customer support and maintenance services.

END OF SECTION
CITY OF NEW BEDFORD
MASSACHUSETTS

VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS

At a meeting of the Board of Directors of ____________________ duly called and held on ________________, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That __________________________, the_________________________ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

______________________________________
Name (printed)

______________________________________ (Affix Corporate Seal)
Signature

______________________________________  ______________
Title  Date

MUST BE INCLUDED WITH TECHNICAL PROPOSAL
CITY OF NEW BEDFORD
MASSACHUSETTS

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certified under 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 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 proposal

_____________________________________
Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.

_____________________________________
Signature of person submitting proposal

_____________________________________
Name of business

MUST BE INCLUDED WITH TECHNICAL PROPOSAL
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF NEW BEDFORD
133 WILLIAM STREET
NEW BEDFORD, MASSACHUSETTS
AND
(Consultant Name)
(Consultant Address)

(date)

WHEREAS, the CITY OF NEW BEDFORD, MASSACHUSETTS, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its Human Resources Department, has need for the services of (CONSULTANT) to provide a Human Resources Information System.

WHEREAS, _________________ hereinafter referred to as (the “Consultant”) submitted a proposal to perform the Scope of Services described herein in section “I. Scope of Services” and undertake related duties and responsibilities required under this Agreement; and

WHEREAS, the Consultant’s proposal indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

This Agreement is comprised of Part I and Part II, and includes all appendices, attachments, submitted documents, addenda, technical proposal, the price proposal and all documented negotiations relevant to the proposal. Part I includes details of the services to be performed, schedule of the services, and compensation. Part II contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the City and Consultant.
PART I
SCOPE OF SERVICES

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein. The Scope of Services, Schedule, and Budget may be modified by agreement of the City and Consultant, providing any such modification complies with applicable law. The Consultant shall perform services by specific Task authorized by its proposal or on an as needed basis by Change Order or Work Order in accordance with this Agreement.

PART II
TERMS AND CONDITIONS

The City’s engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope**: The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds one (1) year.

2. **Prices; Term**: All prices contained in the Budget attached hereto as PRICE PROPOSAL shall remain the same throughout the term of the Agreement unless an amendment is agreed to in writing.

3. **Services Actual Amount**: The services required for the proposed contract are an actual amount.

4. **Appropriation; Termination**: The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.

5. **Payment Responsibility**: Payment to Consultant is the sole responsibility of signatory of this Agreement.

6. **Commencement**: All schedules set forth in the Scope of Services commence upon the execution of this Agreement.

7. **Compensation**: The City will compensate Consultant for the satisfactory performance of the Tasks included in the Scope of Services as agreed upon in Appendix A. Compensation will be based on the proposed price to perform the respective Task. Total compensation for all services rendered by the Consultant under this Agreement shall not exceed ______ unless authorized by a Change Order duly executed by Consultant and the City.

8. **Invoices**: Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each Phase. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each Phase, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

9. **Insurance**: Consultant agrees to carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement. Prior to execution of the Agreement, Consultant shall provide proof of the following coverage:
• Workers Compensation and Employer’s Liability Insurance in compliance with statutory limits;
• Liability Insurance with $1,000,000 General Liability Coverage
• $2,000,000 General Aggregate Liability coverage
• Certificate of Errors and Omissions Insurance will also be required with $1,000,000 minimum coverage
• Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of $1,000,000 per accident

Prior to execution of this Agreement, Consultant will furnish certificates of insurance evidencing the above coverage to the City for the City’s review and approval.

10. **Indemnification:** Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent of its applicable insurance coverage and to the extent that such judgments, losses, damages or expenses are caused by Consultant’s negligent acts, errors, or omissions arising out of its performance of services under this Agreement.

11. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

12. **Services for Use of City:** Consultant’s services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City’s agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant’s services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.

13. **Ownership and Use of Documents:** All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City’s ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended, and the City agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses (including reasonable litigation fees and costs) arising out of such reuse or alteration by the City or others acting through the City. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

14. **Confidential Information:** Consultant acknowledges that its services hereunder are being rendered to the City of New Bedford Department of Labor Relations and Personnel, communications, reports, findings, conclusions, theories, and other work, however characterized, performed by Consultant hereunder is not to be divulged to any person or entity other than Department of Labor Relations and Personnel, or persons designated by the Director of Labor Relations and Personnel as privileged to receive such information. Consultant further
acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City’s termination of this Agreement.

15. **Independent Contractor:** Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.

16. **Certifications:** Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker’s Compensation, M.G.L. c. 152.

17. **Licenses; Permits:** The Consultant also represents that he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.

18. **Appropriations; City’s Obligations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City’s obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant’s receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant’s yearly costs, as contained herein, may not exceed the amount appropriated for the year.

19. **Records; Inspection:** The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.

20. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail ___________________ for the Consultant and 133 William Street, New Bedford, Massachusetts 02740, for the City.
21. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.

22. **No Inducement:** Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.

23. **Solicitation:** Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or in any way assist Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to Consultant.

24. **Accounting:** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant’s offices upon city’s request.

25. **Waivers:** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

26. **Invalidity; Severability:** The invalidity, illegality or unenforceability or any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27. **Termination for Cause:** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.

28. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City’s convenience upon Consultant’s receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant’s receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant’s compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant’s failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 13 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.
29. **Dispute Resolution**: The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve by the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ARD) as they may be mutually agreed upon. City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

30. **Successors and Assigns**: The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

31. **Assignment; Transfer of Ownership**: Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant’s business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

32. **Project Manager**: Consultant’s Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.

33. **Staffing**: Consultant agrees to staff the project with a sufficient number of qualified personnel (“Project Team”) to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by Consultant under this Agreement. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.

34. **Laws Governing Consultant**: Consultant’s activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified.

35. **Entire Agreement**: This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.

36. **Governing Law**: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.
37. **Paragraph Headings**: The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.

38. **Authorized Signature**: The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

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<th>(Consultant/Vendor)</th>
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By:  
Title:  

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<th>CERTIFIED that funds are available</th>
<th>Department of Human Resources</th>
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By:  Robert Ekstrom  
Title:  Auditor  

By:  Sandra Vezina  
Title:  Director of Human Resources  

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<th>APPROVED as to Form and Legality</th>
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By:  Elizabeth Lydon  
Title:  Associate City Solicitor  

By:  Ari Sky  
Title:  Chief Financial Officer  

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By:  Molly Gilfeather  
Title:  Director of Purchasing  