

**Addendum No. 1 to RFP 24-63**



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Procurement and Contracting Services**  
**KATJANA BALLANTYNE**  
**MAYOR**

To: All Parties on Record with the City of Somerville as Holding RFP 24-63 Consolidated Inclusionary Rental Housing Waitlist – Phase III Implementation

From: Felisa Gárate, Procurement Analyst

Date: 4/18/2024

Re: Questions and Answers

Attachments: RFP 24-21 Database for the Consolidated Inclusionary Rental Housing Waitlist  
Technical Proposal from Emphasys Computer Solutions, Inc. (RFP 24-21)  
Phase 1 Manual (Draft)

**Addendum No. 1 to RFP 24-63**

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**Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.**

**NAME OF COMPANY / INDIVIDUAL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE/FAX/EMAIL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED INDIVIDUAL:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA:**

**Addendum #1** \_\_\_\_\_ **#2** \_\_\_\_\_ **#3** \_\_\_\_\_ **#4** \_\_\_\_\_

## Addendum No. 1 to RFP 24-63

#	Question	Answer
1.	Please send us the RFP for the database to be used in Phase 3 implementation.	RFP 24-21 <i>Database for the Consolidated Inclusionary Rental Housing Waitlist</i> is attached below. The RFP can also be found on the City's website at <a href="http://www.somervillema.gov/closedbids">www.somervillema.gov/closedbids</a>
2.	Please send us the winning proposal from Emphasys that outlines the spec of what they are going to build.	Attached below is the technical proposal from Emphasys Computer Solutions, Inc.
3.	Please send me the Phase 1 manual.	Attached below is the draft version of the Phase 1 manual.
4.	Does the City have contacts at the City of Cambridge who I can talk to about their Waiting List program and process? I'd like to talk to their administrators to learn what works well and where there are friction points, as they've managed a similar process for years.	Staff members of the Housing Division at the City of Somerville have reached out to various contacts at the City of Cambridge to request information, specifically Chris Cotter.
5.	Is this effort intended to build a completely custom solution on top of the Emphasys platform or will the selected bidder be expected to ramp up and learn the Emphasys platform purely to customize their existing offerings, such as MyHousing Portal, which already manages waiting lists and applicant information?	This effort is intended to conduct the initial lottery, as well as systematize the process of the Consolidated Rental Waitlist while utilizing the Emphasys platform as much as possible. The manual created in Phase I will have to be updated with any identified gaps in key processes as well.
6.	Will Emphasys be providing resources for this effort if there are aspects of the platform that must be customized or modified to meet the needs of the project?	Emphasys will be providing an implementation team specific to the City of Somerville to work with customizing the solution for Somerville. It was further negotiated that the Emphasys team would also work directly with this vendor.
7.	Which specific product offerings from Emphasys is it expected that this solution will utilize? MyHousing Portal? Accounting? Mobile Apps?	Specifically, the product offerings from Emphasys that the solution will utilize are the Waitlist and Housing Lottery product, PAIR, and the Housing Locator.

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<b>8.</b>	If it is determined that the Emphasys platform is inadequate to meet Somerville's needs around waiting list management, is it possible to explore other platforms to meet the needs of this system?	The City has entered into a one-year contract with Emphasys with the possibility to extend for up to two additional years at the City's sole discretion. If the solution does not adequately meet the needs of Somerville, other options may be explored.
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**Addendum No. 1 to RFP 24-63**

**Attachment 1**

**RFP 24-21 Database for the Consolidated Inclusionary Rental Housing Waitlist**

**SOLICITATION FOR:**

RFP # 24-21 Database for the Consolidated Inclusionary Rental Housing Waitlist



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 12/13/23

**QUESTIONS DUE:** 12/22/23 by 12PM EST

**DUE DATE AND TIME:** 1/10/24 by 2PM EST

Anticipated Contract Award	2/9/24
Est. Contract Commencement Date	3/1/24
Est. Contract Completion Date	2/29/25
Est. Renewal Years (If Applicable)	Two (2) optional one-year renewals at the City's sole discretion

**DELIVER TO:**

**City of Somerville**

**Procurement & Contracting Services**

**Attn:** Felisa Garate

Procurement Analyst

fgarate@somervillema.gov

**93 Highland Avenue**

**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Proposal For:**  
RFP # 24-21 Database for the Consolidated Inclusionary Rental Housing Waitlist

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

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Procurement & Contracting Services Department on and after 12/13/23 per the below-noted City Hall hours of operation.

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

**All Responses Must be Sealed and Delivered To:**  
Procurement & Contracting Services Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143

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

**Proposal Format:**

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

In an effort to reduce waste, **we discourage the use of 3-ring binders.**

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

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

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

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

The Price Form in **Section 3.0** must be completed. No substitute form will be accepted unless otherwise stated. Pricing must remain firm for the entire contract period.

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

The successful Offeror must be an Equal Opportunity Employer.

The City of Somerville values a diverse workforce and believes it contributes to a work product and

customer experience that best reflects the community in our city. Applicants are highly encouraged to include any certifications and documents that recognize the diversity of the Offeror’s work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. **Please use the supplier diversity form (see Section 4.0) with supporting documentation to share your diversity data with the City.**

## 1.2 Proposal Schedule

<b>Key dates for this Request for Proposals:</b>	
RFP Issued	12/13/23
Deadline for Submitting Questions to RFP	12/22/23 by 12PM EST
Proposals Due	1/10/24 by 2PM EST
Anticipated Contract Award	2/9/24
Est. Contract Commencement Date	3/1/24
Est. Contract Completion Date	2/29/25

<p><b>Responses must be delivered by 1/10/24 by 2PM EST to:</b></p>	<p>City of Somerville Procurement &amp; Contracting Services Attn: Felisa Garate 93 Highland Avenue Somerville, MA 02143</p>
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### 1.3 Submission Instructions

If you are submitting your proposal online via [Bidexpress.com](http://Bidexpress.com), then you do not need to also submit a sealed proposal package as instructed below. Email is not an acceptable method of submission of bids.

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

<b>Contents of Sealed Proposal Package</b>	<b>Marked As</b>
<b>Envelope 1 Non-Price Technical Proposal:</b> Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on USB drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	<b>To Be Marked:</b> Non-Price Proposal RFP # 24-21 Database for the Consolidated Inclusionary Rental Housing Waitlist
<b>Envelope 2 Price Proposal:</b> Shall Include one (1) original and one (1) electronic copy. [Electronic copies of Price and Non-Price Technical proposal can be submitted on the same USB drives but as separate files]	<b>To Be Marked:</b> Price Proposal RFP # 24-21 Database for the Consolidated Inclusionary Rental Housing Waitlist
<b>Please send the complete sealed package to the attention of :</b>	Felisa Garate Procurement Analyst Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143
<b>Methods of Bid Submission</b> Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time. <ol style="list-style-type: none"> <li>1) Deposit your sealed bid package in the black drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue.</li> <li>2) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).</li> <li>3) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$40.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <a href="https://www.bidexpress.com/businesses/33100/home">https://www.bidexpress.com/businesses/33100/home</a> A user guide is attached for your reference.</li> <li>4) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at <a href="http://www.bidexpress.com">www.bidexpress.com</a>. Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.</li> </ol>	

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



## Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist (Section 4.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

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

### Cover Letter

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

### Qualifications & Experience

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

### References

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

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

## Price Proposal Format

### Price Summary Page (see Section 3.0)

#### Proposal Prices to Remain Firm

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

#### Price Submission

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

## 1.4 Questions

**Questions are due: 12/22/23 by 12PM EST**

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

Felisa Garate  
Procurement Analyst  
Somerville City Hall  
Procurement & Contracting Services Department  
93 Highland Avenue  
Somerville, MA 02143

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

**Or faxed to:**

617-625-1344

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

**If any proposer contacts City personnel outside of the Procurement & Contracting Services Department regarding this proposal, that proposer may be disqualified.**

## 1.5 General Terms

### **Estimated Quantities**

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

### **Proposal Signature**

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

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

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

**Holidays are as follows:**

New Year's Day	Martin Luther King, Jr. Day	Washington's Birthday	Patriots' Day
Memorial Day	Juneteenth Independence Day	Independence Day	Labor Day
Indigenous Peoples' Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

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

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

**Unforeseen Office Closure**

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

**Changes & Addenda**

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

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

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

**Right to Cancel/Reject Proposals**

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

**Unbalanced Proposals**

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

## **Brand Name “or Equal”**

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

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

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

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

## **Other Applicable Laws**

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: [living wage ordinance](#), [ordinance to protect vulnerable road users](#),<sup>[1]</sup> [https://library.municode.com/ma/somerville/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH2AD\\_ARTVIII\\_DIV1GE\\_S2-355REEMOR](https://library.municode.com/ma/somerville/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTVIII_DIV1GE_S2-355REEMOR) and [ordinance to protect against wage theft](#). Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

*[1] The ordinance to protect vulnerable road users only applies to contracts where the contractor’s heavy vehicles are entering the City of Somerville to perform the work of the contract.*

## **Notice and Certification Pursuant to Somerville Wage Theft Ordinance**

All Offerors, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to wage theft, against the bidder or any of its subcontractors entered within the five years prior to bid submission.

If you are the successful bidder, you and any of your subcontractors have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the bidder or any its subcontractors while your contract with the City is in effect, within five business days of receipt.

You may not contract with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any subcontractor who has been debarred by the federal government or any state government during the period of that subcontractor's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this bid, the bidder (a.k.a. Offeror, respondent) hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

## **1.6 Evaluation Methodology**

Qualified proposals will be reviewed and rated by an evaluation committee ("the Committee") composed of employees of the City. The City reserves the right to involve an outside consultant in the selection process.

### **Comparative Evaluation Criteria**

The Committee shall use the comparative evaluation criteria included in Section 2.0 to evaluate the responsibility and responsiveness of all proposals that already meet the minimum quality requirements. For each proposal, the Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to each of the corresponding comparative evaluation criteria.

Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the Offerors in their submissions. The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to interview Offerors. If interviews will be conducted, the City will notify the Offerors, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto.

### **Selection Process**

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

## **SECTION 2.0**

### **RULE FOR AWARD /**

### **SPECIFICATIONS/SCOPE OF SERVICES**

#### **Rule for Award**

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

#### **Introduction and Background**

**The City of Somerville is seeking consultant services related to acquiring a total solution that would support the creation of the Consolidated Inclusionary Rental Housing Waitlist for all Inclusionary Housing rental units and addresses each of the functionalities set forth in the Scope of Services section of the RFP.** The new consolidated rental housing waitlist is intended to streamline the application process, reduce barriers for applicants, help fill vacancies within the inventory promptly, and create efficiencies in the application review process for City staff. The consolidated waitlist also will implement updated application priorities developed in collaboration with the City's Office of Housing Stability (OHS) that encompass emergency housing needs for households applying for Inclusionary rental units.

#### **Role of Office of Strategic Planning and Community Development Housing Division**

Somerville's Inclusionary Housing Program is managed by the Housing Division of the Mayor's Office of Strategic Planning and Community Development (OSPCD). It is expected that the consultant will work in close collaboration with Housing Division staff, as well as any contractor working with the Housing Division on its Consolidated Waitlist effort, to develop an easily maintained waitlist that can be utilized by Housing Division staff after the consultant's contract has ended. The consultant services may be provided by an independent consultant, team of consultants, or a firm.

#### **Background on Inclusionary Housing**

The City of Somerville incentivizes the creation of affordable housing for low-and moderate-income households in private, otherwise market-rate developments through the Somerville Zoning Ordinance (Article 13 of the City's previous Zoning Ordinance, Article 12 of the current Zoning Ordinance adopted in December 2019). The Inclusionary Housing Program includes homeownership and rental opportunities for households of various sizes and income levels between 50% and 140% of area median income (AMI). The individual specifications for Inclusionary developments, such as the total number of affordable units per development, number of bedrooms per unit, and minimum income levels of occupants, are memorialized included in an Affordable Housing Implementation Plan (AHIP), which is executed by the City and developer prior to the issuance of a vertical building permit.

Since the Program's inception in 1990, the City has created 306 rental units and 104 homeownership units through the Inclusionary Program for a total of 410 permanently affordable Inclusionary housing units. The Housing Division is working toward a significant increase in the number of Inclusionary units in the next two years, with over 400 rental units and 65 homeownership units in the development pipeline, (i.e., from properties in AHIP negotiation through initial leasing or closing). This engagement will be limited to work relating to the creation of a Waitlist for Inclusionary Housing Rental Units.

## **Project Background: Waitlist for Inclusionary Housing Rental Units**

Currently, all units are monitored, and their creation tracked via Microsoft Excel, with each Inclusionary rental development having its own application/waitlist. Submissions for any rental housing opportunity are accepted by fax, emailed PDF documents, or paper applications that are mailed or delivered by hand. While applicants may apply to multiple opportunities, they must meet income and household size requirements of specific unit(s) in a project to be eligible for placement on its waitlist.

A simplified outline of the current Inclusionary rental application process includes the following steps:

1. Housing Division staff and/or lottery agents for projects involving more than 5 units create affirmative marketing materials for the property, prepare the application, and host information sessions. The application is released to the public for an open application period of at least thirty (30) days.
2. Housing staff and/or lottery agents review applications for completeness and eligibility. Eligible applicants are entered into a lottery and households are assigned unique identifiers or, if ineligible, notified of this with an explanation of why that is the case. Households may appeal a pre-lottery notification of ineligibility, within a defined window.
3. Housing staff and/or lottery agents hold a lottery and create a waitlist of applicants in the order in which they are drawn. Households with Somerville Preference are placed higher on a waitlist than those outside of Somerville.
4. Applicants on the top of the list move forward with an income certification. The total number of applicants that move forward depends on the number of units available in the development and the eligibility of those households at the top of the waitlist.
5. After completing an initial income certification by either housing staff and/or lottery agents, income eligible households are referred to the property manager for rental screening.
6. Eligible applicants proceed to unit reservation and leasing.
7. Property management maintains the original project waitlist with all remaining applicants in the order drawn from the lottery. If a vacancy occurs in a unit, property management staff contact the next household on the waitlist to fill the unit. When property management has reached the end of the waitlist, it is considered “exhausted”, and needs to be reopened through a renewed marketing process and application period.

The Housing Division has invested significant effort in preparation for the transition to a Consolidated Inclusionary Rental Housing Waitlist and now is working toward development of a single streamlined application to apply for Inclusionary rental units, which shall be open for no less than sixty (60) days.

## **RFP Purpose**

The City of Somerville seeks a total solution that addresses each of the functionalities set forth in the Scope of Work section of this RFP. While the City will consider proposals for any single component described in the Scope of Work section of this RFP, Somerville strongly prefers proposals for a comprehensive solution addressing all of the required functionalities described in the Scope of Work section of this RFP that incorporate best in class COTS applications, where possible, in order to provide maximum flexibility for future scaling and easy adoption of technological improvements as they become available (the “Solution” or “Project”). The City will favor such characteristics in its evaluation of proposals as described in the Evaluation of Proposals section of this RFP.

The solution will serve a diverse user community comprised of (i) Renters and participants of the affordable housing lottery and associated programs, (ii) Owners and Managing Agents of the housing units, (iii) a network

of Housing Division staff who administer the affordable housing programs delivered in the City, and (iv) Housing Division staff who oversee the administration of the Inclusionary Housing Program and delivery of services. The business capabilities of this Solution will facilitate the delivery of the Consolidated Rental Waitlist.

The website, when viewed from any desktop or mobile device, must conform to the Massachusetts State, federal and COS compliance standards and guidelines. It must be translatable into 6 non-English languages and any additional language as may become required. The Housing Division's overall customer service and user experience goals for the website are to:

- Improve site search results and allow Search Engine Optimization to better find and index content, when possible
- Ensure that the website is completely mobile responsive;
- Improve navigation to speed access to pertinent information, transactions, and services;
- Allow for customer feedback;
- Integrate access to a web analytics platform to capture data for continuous monitoring and improvement of the website;
- Apply City branding style guidelines throughout the website; and
- Include the ability to adapt to any future expansion and enhancement to support housing lotteries and automated waitlists.

Other functionalities for the Solution include:

- Artificial Intelligence ("AI") chatbot assistance to users on the website;
- All currently available vacancy data must be transferred to the new website and support by the Support Call Center. The new Support Call Center should be located in the state of Massachusetts.

The consultant will provide the City with a Language Access Plan (LAP) that describes how barriers to digital access will be removed for LEP (Limited English Proficiency) applicants when navigating the Inclusionary webpage. The City of Somerville requires that materials are translated into each of the most spoken languages in Somerville, including Spanish, Brazilian Portuguese, Haitian Creole, Nepali, Traditional Chinese, and Simplified Chinese. The LAP will outline a process for translation of written communications or other documents in a given requested language. All applications and relevant outreach materials should include written notice of the availability of translation and interpretation assistance along with procedure on how to request access to these services.

The Housing Division plans to launch further community outreach and education as well as the application itself for the lottery in the Fall of 2024.

### **Scope of Work**

The solicitation that is the purpose of this RFP is part of an overall Consolidated Inclusionary Rental Housing Waitlist project has been partially completed and is now in its third and final phase. Phase 1 work was conducted in 2021 and focused on waitlist design and related process issues. Phase 2 was completed in the winter of 2023 and included creating materials for organizing and facilitating five (5) meetings across the City to inform the public about the Inclusionary Rental Waitlist initiative.

The Scope of Work to be completed under this RFP is focused on the procurement and implementation of a housing database and/or tool(s) needed in order to complete Phase 3 of the Consolidated Inclusionary Rental Housing Waitlist initiative. The consultant selected under this RFP and procurement process is not expected to create or implement the Consolidated Inclusionary Rental Housing Waitlist itself. The Scope of Work for this RFP includes, but is not limited to, the following deliverables:

- Website design;



- Website functionality;
- Setup and implementation;
- Administration;
- Compliance management;
- Performance reporting
- Support Call Center supporting Owners, Managing Agents, Renters, and Housing Division Staff.

### **Related Information**

Two documents are included as attachments for proposer’s reference in preparing a proposal. Attachment 1 includes useful terms specific to this RFP; Attachment 2 includes a grid of future COS Housing Division portal system users.

Proposals should:

- Identify any specific requirements, timelines, or deliverables that are critical to the success of the project. The Proposer must be able to provide a database and website that are fully functioning at project conclusion and able to be maintained by the successful Proposer.
  - The website and Support Call Center will be:
    - Managed by the successful Proposer working in consultation with a Housing Division liaison;
    - Populated with units that are added via housing providers that are overseen by the Housing Division;
    - Utilized by Owners and Managing Agents to view the status of their unit vacancies;
    - Utilized by Renters seeking affordable housing in Somerville, MA; and
    - Utilized by Housing Division staff and contractors who maybe working in conjunction with the staff to access data, initial logs, open and close waitlists, and approve initial rent up lottery postings or remarket lottery postings.
- Clearly state any required qualifications, certifications, or experience that vendors must possess to be considered for the project.
  - It is the City’s preference for the Proposer to possess experience in, and knowledge of, the housing and real estate industry including, but not limited to:
    - Affordable housing market;
    - Housing rental subsidies;
    - Leasing and rent up; and
    - Waitlists and lottery processes.
- Specify any limitations, constraints, or assumptions.
  - Timeframe: The City intends to launch the Consolidated Rental Waitlist directly following this contract or overlapping with this contract.
  - Working with Additional Contractor: As the City intends to launch the Consolidated Rental Waitlist, it will require collaboration with the consultant awarded the RFP for implementation of Phase III of the project.

### **Specifications / Requirements**

#### **Non-Functional Requirements of the Solution**

##### **Compliance**

By submission of a Proposal, the Proposer agrees that the Solution, when completed, will meet all Massachusetts State, federal, and COS compliance standards and guidelines outlined in RFP.

##### **Design and Branding**

The website will be compatible with standard design elements that are specific to Municipality websites, and the City of Somerville Design Guidelines provided.

### **Hosting**

The Solution will be hosted in a government cloud. All COS data must be segregated from other organizations' data that the Proposer hosts. No COS data must be available outside the borders of the continental United States, either physically, electronically, verbally, or in any other form or manner.

### **Availability/Accessibility**

The successful Proposer will provide COS with a contractual guarantee to keep the website accessible and properly functioning in accordance with the service level terms outlined in the Service Level Agreement (“SLA”) to be provided by the Proposer with proposal and acceptance of the SLA by COS.

### **Browser Compatibility**

The website will be compatible with all currently supported versions of major internet browsers (e.g., Firefox, Safari, Microsoft Edge, and Chrome), accessible, responsive, extensible, and optimized for mobile devices such as smart phones and tablets.

### **User Access Management**

The Solution will provide a customizable “user access management” capability that enables authorized users to assign user access at application, use case, and field level, as needed, by employee role.

### **Usability**

The Solution will ensure all web pages have up to date web content, relevant information, and active links. The Solution, upon completion, will support electronic signature capability that is compliant with IT policy.

### **Interoperability**

The Solution will be interoperable with other technology solutions utilizing modern, industry-standard technologies such as APIs, web services, email cloud platforms, and/or secure file transfer protocol (“SFTP”) interface standards.

### **Addresses**

The website will utilize standard addressing as per United State Postal Service (“USPS”) and web standards (see Postal Addressing Standards).

### **Auditing**

The Solution must perform audit logging to build a historical record of all user actions, including user authentication attempts, and critical system processes.

### **Security**

The website must comply with security standards as required by the City of Somerville IT department. The successful Proposer will be required to complete and satisfactorily answer the SOC 2 Compliance (“SOC 2”). SOC 2 is an auditing procedure that ensures that the service providers securely manage the data to protect the interests of an organization and the privacy of its clients. The successful Proposer will implement Single-Sign On (SSO) as part of the enterprise security strategy.

### **Performance**

It is anticipated with the current housing crisis, there will be an increase in the City’s funded housing projects resulting in an increased listing of affordable rentals on the new website. To address this matter, the Solution must be able to handle at least 50,000 visitors a month with optimal transaction and response times.

Statewide technology policies and standards define best practices for the State's IT community. All standards are defined by the Executive Office of Technology Services and Security. Policies, Standards, and Best Practice Guidelines are available in the "EOTSS Enterprise Policies and Standards", [hyperlinked](#) herein.

### **Business Continuity**

The successful Proposer will test the Disaster Recovery (“DR”) Plan annually, review results with the City, remediate any problems identified, and review the remediation actions with the City as per the Service Level Agreement to be provided by the Proposer with proposal and acceptance of the SLA by HD.

### **Data Ownership**

All website data will be owned by the City of Somerville. Website data shall include all data that is owned, licenses, leased or developed by or on behalf of the City of Somerville, whether provided to the successful Proposer by the City or by a third party in connection with the successful Proposer’s provisions of services to the City of Somerville, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by, the successful Proposer, including related data that results from hygiene, cleaning, and database build services performed by, the successful Proposer.

All derivative works of, based on, derived from, or otherwise using any customer data, are themselves considered to be data owned by the City of Somerville. This subsection covers, but is not limited to, all output, copies, reproductions, improvements, modifications, adaptations, and translations. The City of Somerville shall also own usage data reflecting any access to, or use of, the Website by or on behalf of the customer or its authorized users. All data will be integrated into the Municipality’s data repository.

Should the vendor discontinue operations, a series of reports will be produced of all data to serve an archival need for the City of Somerville according to the requirements of the SLA which would insure COS access to data.

### **Data Migration and Transition**

Where the Solution involves the creation of any new or derived data by a service provider or other licensee, the Scope of Work should include the following professional services:

- to provide a Data Migration Plan that defines the data to be migrated, the process that will be followed to migrate the data, including testing any automated processes, and detailed data mapping of the source data locations and the destination data locations:
  - identifying and migrating all required data elements from the source systems to ensure historical data retention and continuity of operations;
- to provide a report for validation of the data fields to be migrated;
- for all data formatting activities related to data migration;
- to obtain approval from the City of Somerville on the “data migration plan” before any actual migration work starts.

The successful Proposer will enter into a non-disclosure agreement with the City of Somerville relating to staff who have access to production data from the legacy system that will be migrated to proposed solution, and will work with the HD team to create a data dictionary for the new Solution.

### **Support and Maintenance**

The successful Proposer will provide technical support to the City during standard business hours.

### **Release Validation**

The successful Proposer will provide a user test environment and City Housing Division staff and select users will have access to the environment for quality assurance (QA, UAT and UX) purposes.

### **Extensibility**

The website will include the ability to adapt to any future housing lotteries and/or automated waitlists.

### **Analytics Platform**

The successful Proposer will work with the City's technology partners to implement a web analytics platform on the City's data repository that has access to, and provides data back to, the City of Somerville, reflecting the activities occurring on the newly established site and permits HD to continually measure key performance indicators for the purpose of continually improving the site and overall user experience. The new site pages, coding, data, and metadata need to be optimized during development to provide data once the site is launched. The successful Proposer will provide:

- Optimization of web metrics tools (as available) and implementation of other tools as agreed to by HD; and
- Reports (including dashboard reports) that will be used to inform the City of Somerville IT Team, SomerStat, HD executives, managers, and staff about website performance on an ongoing basis.

### **Solution Expectations**

The successful Proposer will implement the Solution and support its operation and enhancements over the full term of the contract. The strong preference of the Housing Division is for the Solution to be fully functional 6 months from the contract start date. The proposal must include a timeline for this design, development, implementation ("DDI") and go-live phase, preferably not to exceed a maximum of 6 months from contract start date. The implementation will involve seamlessly transitioning the current <https://www.somervillema.gov/departments/programs/inclusionary-housing-program> website to a new Solution.

The Solution will need to remain in full compliance with all applicable IT policies and standards throughout its entire lifecycle and meet additional non-functional requirements.

### **Delivery of Product and Documentation**

The Proposer must provide project management, business analysis, security, design, testing, and operations deliverables, among others, as defined in the Deliverables Matrix table below. The Deliverables Matrix indicates the deliverable and when it is expected to be delivered by project milestone following award of the contract.

The Proposer must supply complete copies of the documentation related to the creation or configuration used during development of this Project.

### **Deliverable Management Process**

Deliverable Management Process is briefly outlined in the Deliverables Matrix.

### **Licenses; Indemnity**

- To the extent that the successful Proposer incorporates in the Website any pre-existing computer code or other materials it owns ("Pre-Existing Materials") including photos or other graphics, tools, routines, subroutines, techniques and other programs and materials, the successful Proposer shall grant to the City of Somerville a perpetual license to permit the City of Somerville to use such Pre-Existing Materials in the Website.

To the extent that the successful Proposer incorporates in the Website any materials owned by a third party ("Third Party Materials") including photos or other graphics, tools, routines, subroutines, techniques and other programs and materials, the successful Proposer shall be obligated to obtain for the benefit of the City of Somerville a perpetual license to use and incorporate such Third-Party Materials in the Website. The successful Proposer shall represent and warrant to the City of Somerville that:

- the successful Proposer has full right and every lawful power and authority, without the consent of any other party, to create the website and to license the same to the City of Somerville and to grant the licenses in the source code as contemplated by this section;
- except to the extent of any matter for which HFA is providing to the successful Proposer a representation, website does not and shall not infringe the rights of any other party; and
- The successful Proposer shall provide an indemnity with respect to any infringement of third-party intellectual property rights.

### **Recommended Staffing**

Depending on the Solution and subject to the City’s approval, the successful Proposer must provide staff to fulfill the following key roles:

- Configuration Lead
- Engagement Manager
- Project Manager
- Lead Business Analyst
- Lead Data Migration Lead
- Lead User Experience/User Interface (UX/UI) Designer
- Lead Tester

If selected as the successful Proposer and successful Proposer formally accepting contract deliverables, the successful Proposer agrees to:

- coordinate with the City of Somerville and IT as their technology partners to ensure compliance with Massachusetts direction, policies, and project goals; and
- coordinate the methodology, toolset, and project plan with the HD and IT Project Manager(s), the HD team, and the IT Team at the:
  - beginning of the Project – to ensure global/enterprise alignment; and
  - completion of each major phase of the Project.

Upon the successful implementation of the Project, the successful Proposer will primarily work with a City of Somerville Liaison/Product Owner.

### **City of Somerville Responsibilities**

- Provide a City of Somerville Project Manager and ensure City of Somerville technology partners are available to serve as liaison(s) with the successful Proposer during the Project
- Provide the successful Proposer with information about the current website and other related information requested by successful Proposer
- Serve as the final decision maker and provide written notice to the successful Proposer, upon the City’s approval of all final products
- Upon consultation with the successful Proposer, dedicate HD staff to the Project, as deemed appropriate by, and at the sole discretion of the City of Somerville

### **Additional Proposal Submission Requirements**

1. Solution Overview
  - a. Structured according to how it meets the key needs of the City via the SOW
2. Workplan/Project Approach
  - a. Should include timeline and general approach of achieving deliverables
  - b. Staffing Plan which includes the key roles and responsibilities of the team and their experience level (should include a project manager)

3. Work Samples of Projects similar in scope
4. What does your Business Continuity Plan look like in terms of disaster recovery?
  - a. Include information about redundancy within your environment.
5. Client References/Testimonials
  - a. Should certify excellence in implementation and continuing customer service

**Project Deliverables/Milestones/Phase**

**Information Technology Solution for Housing, Lottery and Waitlist – Deliverables Matrix**

<b>Deliverable No.</b>	<b>Title</b>	<b>Description</b>	<b>Engagement Milestone</b>
D1	Project Management Plan	<p>This document contains a comprehensive list of key areas of the project based including but not limited to:</p> <ul style="list-style-type: none"> <li>• Scope Management Plan</li> <li>• Project Staffing Plan</li> <li>• Communication Plan</li> <li>• Development Methodology</li> <li>• Budget Management Plan</li> <li>• Development plan</li> <li>• Risk And Issue Management Plan that includes a Log</li> <li>• Quality Management Plan</li> </ul>	<p><b>Milestone 1:</b> Initiation and Planning</p> <p>Within the first month. Updated with each approved project change request.</p>
D2	Project Schedule	<p>The project schedule must be agreed to by HD. It must be baselined and include, at a minimum:</p> <ul style="list-style-type: none"> <li>• milestones and associated tasks</li> <li>• start and completion dates for each task</li> <li>• task dependencies</li> <li>• duration</li> <li>• resources</li> <li>• percent complete</li> <li>• Gantt charts</li> <li>• other reports as necessary</li> </ul>	<p><b>Milestone 1:</b> Initiation and Planning</p> <p>Within the first month. Updated weekly and with each approved project change request.</p>
D3	Deliverable Expectations Document (DED)	<p>This document tracks every deliverable in the Deliverables Matrix. At a minimum, the following must be included for each deliverable:</p> <ul style="list-style-type: none"> <li>• deliverable number, name, type, and format</li> <li>• brief description and table of contents (based on the descriptions/lists provided in this document)</li> <li>• owner(s), reviewers, and approver</li> <li>• status indication</li> <li>• key dates</li> <li>• submission date</li> <li>• review/feedback due date</li> <li>• updates due date</li> </ul>	<p><b>Milestone 1:</b> Initiation and Planning</p> <p>Updated on a weekly basis or as deliverable are completed.</p>

		<ul style="list-style-type: none"> <li>• approval date</li> <li>• key decisions</li> <li>• link to deliverable (in repository)</li> </ul>	
D4	Project Kickoff	The project kickoff is a meeting with HD staff and leadership to formally begin the project.	<p><b>Milestone 1:</b> Initiation and Planning</p> <p>Within two weeks of completing Milestone 1 planning.</p>
D5	Requirements Analysis and Management Plan	<p>This document must follow best practices for SDLC or Agile/Hybrid equivalent deliverables and include, at a minimum:</p> <ul style="list-style-type: none"> <li>• process for information gathering and verifying RFP requirements, such as staff interviews, and structured walkthrough</li> <li>• how requirements, requirement attributes, and any work increments will be stored, maintained, and traced throughout the lifecycle of the project and the term of the contract. This includes the process for verifying RFP requirements. Requirements documentation must be comprehensive. Tasks and milestones must be reflected in the project schedule.</li> </ul>	<p><b>Milestone 1:</b> Initiation and Planning</p> <p>Within the first 2 weeks.</p>
D6	Data Migration Plan	<p>This document outlines tasks &amp; responsibilities for migrating data from the current website to the new solution. Details must be incorporated in the project schedule.</p> <ul style="list-style-type: none"> <li>• Data should be portable (platform agnostic), and able to integrate into an open-source platform.</li> <li>• As part of the data migration plan, the Vendor must update and maintain a <b>data dictionary</b> listing each data element name, description, data type, field length, if the element is required or optional, and primary or foreign key designation.</li> <li>• The plan must outline procedures for verifying that all data related to owners, listings, and lotteries have been migrated successfully.</li> <li>• The plan should also address an acceptable solution (a data export) if the solution ceases operations.</li> <li>• The plan should provide process information for the importing and exporting of data.</li> </ul>	<p><b>Milestone 1:</b> Initiation and Planning</p>

D7	Content Migration Plan	<p>This document must:</p> <ul style="list-style-type: none"> <li>• describe, in detail, how existing site content (including, but not limited to page copy, page shortcuts, documents, and media files) will be audited, inventoried, and migrated to the new website.</li> <li>• include a content migration spreadsheet or other type of file or media for use in mapping and transitioning content to the appropriate areas of the new website</li> <li>• include an implementation plan to place into the site any images, video files or any other types of files that were created during the design phase that includes, but is not limited to, specifying how new materials/files will be made available to HD for review in their proposed locations in the new website as development progresses</li> <li>• include any migration scripts needed to execute the content migration plan and include a plan for any content that cannot be migrated with scripts that may need to be manually migrated by the successful Proposer</li> <li>• describe a strategy where the Proposer adheres to any provided City style and branding guidelines as provided now or in the future</li> </ul>	<b>Milestone 1:</b> Initiation and Planning
D8	Go-Live Plan	<p>The go-live plan must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• list of go-live activities and established acceptance criteria for successful go-live completion, to be used in go/no go meetings to approve readiness</li> <li>• roles and responsibilities during each cutover and go-live transition period, including enhanced support</li> <li>• If any functionality does not perform as required, the successful Proposer must provide an updated plan outlining the list of functions, activities, and expected completion date milestone</li> <li>• the identification of the support team members who are the principal contacts for the 2-3 weeks for the Go-Live initiation</li> </ul>	<b>Milestone 1:</b> Initiation and Planning
D9	Release Management	<p>This document is an outline of planned releases and upgrades. This plan must describe at minimum:</p> <ul style="list-style-type: none"> <li>• project phasing with specific consideration to when new features will be released</li> <li>• plan for ensuring that application code and</li> </ul>	<b>Milestone 1:</b> Initiation and Planning



		<p>configuration migrations to pre-production and production environments originate from the version control solution and allow for controlled testing and roll-back.</p> <ul style="list-style-type: none"> <li>• plans for maintaining project code base and supplying it to the build and release management system for converting to working, releasable software.</li> </ul>	
D10	Training Plan	<p>The successful Proposer is fully responsible to manage training needs for website development and the Support Call Center staff without HD involvement.</p> <ul style="list-style-type: none"> <li>• The training plan must include minimum training requirements for administrators and a website user guide for HD staff.</li> <li>• All other training needs will be as outlined in the Requirements spreadsheet.</li> <li>• Conduct a post-training survey with attendees.</li> <li>• Outline of what support staff team looks like at the various stages in the process (especially during high-need periods), where they are located, what their hours are, what the ability level is per specialist, and if there are limitations to what type of critical data they have access to.</li> </ul>	<b>Milestone 1:</b> Initiation and Planning
D11	Test Plan	<p>This document captures all test documentation, processes, procedures, standards, and test results. Test plan: At a minimum, the following must be included:</p> <ul style="list-style-type: none"> <li>• test overview, including stakeholders and participants</li> <li>• test process flowchart</li> <li>• test environment</li> <li>• test tools</li> <li>• dependencies</li> <li>• expected results</li> <li>• issues and mitigation plans</li> <li>• actual results</li> <li>• approvals</li> </ul> <p>Test Environments: There must be 3 test environments:</p> <ul style="list-style-type: none"> <li>• Development</li> <li>• Test</li> <li>• Quality Assurance (UAT) pre- and post-release</li> </ul>	<b>Milestone 1:</b> Initiation and Planning

		<p><b>Test website:</b> This must be free of all “bugs” for user acceptance testing by HD using a web server that is the same in all respects to the production web server or a sub-domain on the production web server.</p> <p>The website should be tested by a sample of each key user group.</p>	
D12	Support and Maintenance Plan	<ul style="list-style-type: none"> <li>• This plan describes in detail how the successful Proposer will assist Owners, Managing Agents, HD staff and the Support Call Center to address all technical issues with the website.</li> <li>• Further details of expected technical support are outlined in the Service Level Agreement.</li> <li>• The plan must include details for an ongoing Search Engine Optimization (SEO) strategy.</li> </ul>	<b>Milestone 1:</b> Initiation and Planning
D13	Business Continuity Plan	<ul style="list-style-type: none"> <li>• The successful Proposer will develop with select HD staff a Business Continuity (BC) Plan for the hosted solution that is approved by HD as per the Service Level Agreement.</li> <li>• The successful Proposer will conduct annual drills of the Business Continuity (BC) Plan, review results with HD, remediate any gaps identified, and review the remediation actions with HD as per the Service Level Agreement</li> </ul>	<b>Milestone 1:</b> Initiation and Planning
D14	Executive Status Report	<p>This document is a report of the project status at a level of detail agreed to by HD that appropriately estimates agreed-upon metrics. Metrics for the reporting period include, at a minimum:</p> <ul style="list-style-type: none"> <li>• updated schedule</li> <li>• tasks complete</li> <li>• status of current tasks</li> <li>• list of meetings conducted</li> <li>• remaining work</li> <li>• high-level project management items such as risks, issues, resourcing, and budget</li> <li>• Reports must be provided to the HD Project Manager and executives.</li> </ul>	<p><b>Milestone 1:</b> Initiation &amp; Planning</p> <p><b>Milestone 2:</b> Requirements Analysis &amp; Solution Design</p> <p><b>Milestone 3:</b> Go Live Readiness</p> <p><b>Milestone 4:</b> Full Acceptance of Solution</p> <p>Every week Starts 1 week after D4 Project Kickoff.</p>
D15	Discovery Report	<p>The document is based on an understanding of business and customer needs. The report must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• research on design patterns, industry best</li> </ul>	<b>Milestone 2:</b> Requirements Analysis & Solution Design

		<p>practice, sites with similar interactions which must be referenced during the design phase</p> <ul style="list-style-type: none"> <li>• journey/experience/maps/storyboards/wireframes</li> <li>• a summary of usability testing conducted with a sample group of users to directly inform design choices; and an accessibility assessment to ensure the site’s design and content strategy are inclusive and meet accessibility standards.</li> </ul>	
D16	Information Architecture	<p>The successful Proposer will develop, in conjunction with the HD project team, an intuitive, easy-to-use, and editable IA that will serve as the foundation for the new website. This must include the following items:</p> <ul style="list-style-type: none"> <li>• outline of the new website infrastructure/site map</li> <li>• navigational schema that provides an improved navigational structure of the website which must reconcile with the content outline</li> <li>• content strategy</li> <li>• Search Engine Optimization (SEO)</li> <li>• Blueprints/wireframes</li> </ul>	<b>Milestone 2:</b> Requirements Analysis & Solution Design
D17	Visual Design	<p>This document must:</p> <ul style="list-style-type: none"> <li>• provide a strategy based on a mobile first approach to improve the Website’s visibility to external audiences</li> <li>• share all templates and strategies that are designed for approval by the project team</li> <li>• outline web standards including website governance</li> <li>• design mockups, wireframes, and prototypes in modular/ template/ extensible manner so that visual templates and sections can be applied to cover all instances</li> <li>• design visual mock-ups for, at minimum, homepage and three (3) down-level pages for three (3) top audience groups</li> <li>• batch visual designs for reviewers</li> </ul>	<b>Milestone 2:</b> Requirements Analysis & Solution Design
D18	Requirements Traceability Matrix (RTM)	<p>This document provides bi-directional traceability between associated requirements as well as other development artifacts such as test descriptions and results.</p>	<b>Milestone 2:</b> Requirements Analysis & Solution Design
D19	Demonstrations	<ul style="list-style-type: none"> <li>• Presentations of functionality during development and testing phases. Demos must incorporate user acceptance testing guidelines.</li> <li>• Any challenges encountered during</li> </ul>	<b>Milestone 2:</b> Requirements Analysis & Solution Design

		development and testing, must be addressed with revised presentations incorporating feedback.	
D20	Testing Final Report	<ul style="list-style-type: none"> <li>• Overview of testing that was conducted. It should include goals of the test, results, and names of testers. A list of defects and how they were resolved.</li> </ul>	<b>Milestone 3:</b> Go Live Readiness
D21	Training Final Report	<ul style="list-style-type: none"> <li>• Overview of all training that was conducted, who received the training, and results of training survey.</li> </ul>	<b>Milestone 3:</b> Go Live Readiness
D22	Solution in Production (Go Live)	<ul style="list-style-type: none"> <li>• Solution is in production and available to the public and staff.</li> </ul>	<b>Milestone 3:</b> Go Live Readiness
D23	Transition to Production Support	<ul style="list-style-type: none"> <li>• Inform project team and all users that they should start using production support plan (D12).</li> </ul>	<b>Milestone 4:</b> Full Acceptance of Solution
D24	Project Close Out Report	<ul style="list-style-type: none"> <li>• Conduct Lessons Learned survey and session.</li> <li>• Document recommendations for future enhancements.</li> <li>• Provide project assessment report comparing all goals to achievements and note any discrepancies</li> </ul>	<b>Milestone 4:</b> Full Acceptance of Solution
D25	Website Statistics Report (initial)	The document must include reports on the progress and overall performance of the website. Must include reports on web responsiveness and usability, with a dedicated section that specifically addresses how the findings and insights from the D15 Discovery Report were implemented, providing examples of changes made and their impact on user experience and site performance.	<b>Milestone 4:</b> Full Acceptance of Solution
D26	Support Desk Status Report (initial)	<p>This document provides an overview of the week's support desk activities, including:</p> <ul style="list-style-type: none"> <li>• status of open tickets</li> <li>• report of closed tickets</li> <li>• status of change requests</li> <li>• recently resolved tickets and identification of the root cause of the incident or defect</li> <li>• recurring incidents and a plan for resolution</li> </ul>	<b>Milestone 4:</b> Full Acceptance of Solution

\* D25 and D26 will be ongoing reports once the Solution is in production following the implementation project.

## Reference 1 – Useful Terms

<b>Term</b>	<b>Description</b>
AFHMP	Affirmative Fair Housing and Marketing Plan
AI	Artificial intelligence demonstrated through technology (i.e., the website Solution)
AMI	Area Median Income
Application	Materials submitted to apply for an affordable housing unit
Area Median Income (AMI)	The median income levels, as modified by household size, for the Boston Metropolitan Statistical Area are determined by the U.S. Department of Housing and Urban Development (HUD).
City	City of Somerville
Commonwealth of Massachusetts	State of Massachusetts
Contractor	Successful Proposer
HIPAA	Health Insurance Portability and Accountability Act
Housing Division	Division of OSPCD within the City of Somerville that oversees housing programs including the Inclusionary Housing Program
HUD	U.S. Department of Housing and Urban Development
Lottery	Automated Online Housing Lottery and Wait List Portal, referred to hereinafter as the Lottery (the “Lottery” Project).
MA	State of Massachusetts
Multi-factor Authentication (MFA)	A multi-step account login process that requires users to enter more information than just a password
OSPCD	City of Somerville Office of Strategic Planning and Community Development
Owner/Lottery Agent	A developer, owner, individual, partnership, limited liability company, corporation, joint venture, or other entity that owns and/or operates an affordable housing development and is responsible for running affordable housing lotteries
Owners	Property Owners
PII	Personal Identifiable Information
Profile	A record of a Renter’s household information such as size, income, assets, student status, disability, race, ethnicity, rental subsidy, etc.
Proposer	Vendor submitting a response to this RFP
QA	Quality assurance
Renter(s)	Person or persons applying to become a tenant in an affordable housing unit
RFP	Request for Proposals
Service Level Agreement (SLA)	An agreement between a service provider and a customer that describes the products or services to be delivered, the single point of contact for end-use problems, and the metrics by which the effectiveness of the process is monitored and approved
SOC 2	Compliance of SOC 2 ( <a href="https://www.imperva.com/learn/data-security/soc-2-compliance/">https://www.imperva.com/learn/data-security/soc-2-compliance/</a> )
SFTP	Secure File Transfer Protocol
Solution	Provision of a COS solution that includes the hosting and operating of a website that is comprised of a housing locator service, online applications, lottery, waitlist management and Support Center that also includes a comprehensive public-facing online Application for Owners and potential Tenants with a backend application for Owners and HD staff to conduct processing and accurate reporting.
SSO	Single Sign On
Support Call Center	Massachusetts based Customer care support call center
Tenant(s)	Person or persons who live or are applying for an affordable housing unit

UAT	User acceptance testing
UX	User experience
Wait List	List of applicants who have applied for affordable housing but were not selected from the initial Lottery to fill the available affordable housing units. Applicants will be listed in the order in which they were selected from the initial Lottery.
Website	Synonymous with the “Automated Online Housing Lottery and Wait List Portal”

**Reference 2 - Future COS Housing Division Portal System users**

<b>System User</b>	<b>Internal/External</b>	<b>Access and Responsibilities</b>
Renter without account	External, Unauthenticated	<ul style="list-style-type: none"> <li>• Search for affordable rental housing based on location, features, amenities, accessibility features, bedroom sizes, and income limits and, other relevant information</li> </ul>
Renter with account	External, Authenticated	<ul style="list-style-type: none"> <li>• Search for affordable rental housing based on location, features, amenities, accessibility features, bedroom sizes, and income limits and, other relevant information</li> <li>• User will apply for the Consolidated Rental Waitlist</li> <li>• Create a Profile</li> <li>• Update application information</li> </ul>
Owner and Managing Agents	External, Authenticated	<ul style="list-style-type: none"> <li>• Create an account</li> <li>• View project listings</li> <li>• View applicants</li> <li>• Open &amp; Close Waitlists</li> </ul>
Housing Division Staff	Internal, Authenticated	<ul style="list-style-type: none"> <li>• Create project listings</li> <li>• Review listings to ensure they are up to date and accurate</li> <li>• Monitor compliance based on Fair Housing regulations</li> <li>• Submit paper applications online</li> <li>• Run lotteries, approve lotteries</li> <li>• Open and close waitlists</li> <li>• Confirm the decision to accept a newly created project profile from the Owner/Managing Agent</li> </ul>
Contractor	External, Authenticated	<ul style="list-style-type: none"> <li>• Review applications for accuracy and completeness</li> <li>• Submit paper applications online</li> <li>• Run lotteries</li> <li>• Open and close waitlists</li> </ul>
Support Call Center	External, Authenticated	<ul style="list-style-type: none"> <li>• Support Owners. Managing Agents with uploading and registering listings</li> <li>• Accept and respond to calls and emails</li> <li>• Remind landlords about expiring leases, and re-listing of vacant and/or new units</li> </ul>
Administrator	Internal, Authenticated	<ul style="list-style-type: none"> <li>• Performs all functions for all user roles</li> </ul>

## Comparative Evaluation Criteria

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

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

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

<b>Factor 1: Solution and Management Approach</b>	
<b>Highly Advantageous</b>	<p>The proposer's Plan demonstrates a comprehensive understanding of the SOW and a thorough attention to detail. The Plan includes a clear approach of how to manage at least 20 of the deliverables referenced.</p> <p>The solution is relevant to Somerville's specific needs. Specifically meeting at least 5 of the following key needs:</p> <ul style="list-style-type: none"><li>• Website design;</li><li>• Website functionality;</li><li>• Setup and implementation;</li><li>• Administration;</li><li>• Compliance management;</li><li>• Performance reporting</li><li>• Support Call Center supporting Owners, Managing Agents, Renters, and Housing Division Staff.</li></ul>
<b>Advantageous</b>	<p>The proposer's Plan demonstrates a comprehensive understanding of the SOW and a thorough attention to detail. The Plan includes a clear approach of how to manage at least 15 of the deliverables referenced.</p> <p>The solution is relevant to Somerville's specific needs. Specifically meeting at least 3 of the following key needs:</p> <ul style="list-style-type: none"><li>• Website design;</li><li>• Website functionality;</li><li>• Setup and implementation;</li><li>• Administration;</li><li>• Compliance management;</li><li>• Performance reporting</li><li>• Support Call Center supporting Owners, Managing Agents, Renters, and Housing Division Staff.</li></ul>



<p style="text-align: center;"><b>Not Advantageous</b></p>	<p>The proposer’s Plan demonstrates a comprehensive understanding of the SOW and a thorough attention to detail. The Plan includes a clear approach of how to manage no more than 10 of the deliverables referenced.</p> <p>The solution is relevant to Somerville’s specific needs. Specifically meeting no more than 2 of the following key needs:</p> <ul style="list-style-type: none"> <li>• Website design;</li> <li>• Website functionality;</li> <li>• Setup and implementation;</li> <li>• Administration;</li> <li>• Compliance management;</li> <li>• Performance reporting</li> <li>• Support Call Center supporting Owners, Managing Agents, Renters, and Housing Division Staff.</li> </ul>
<p style="text-align: center;"><b>Unacceptable</b></p>	<p>The proposer’s plan demonstrates a lack of understanding of the SOW. The Plan includes a clear approach of how to manage no more than 5 of the deliverables referenced.</p> <p>The solution is relevant to Somerville’s specific needs. Specifically meeting no more than 1 of the following key needs:</p> <ul style="list-style-type: none"> <li>• Website design;</li> <li>• Website functionality;</li> <li>• Setup and implementation;</li> <li>• Administration;</li> <li>• Compliance management;</li> <li>• Performance reporting</li> <li>• Support Call Center supporting Owners, Managing Agents, Renters, and Housing Division Staff.</li> </ul>

Factor 2: Staffing	
<p style="text-align: center;"><b>Highly Advantageous</b></p>	<p>The proposer’s Plan includes a staffing plan of at least five team members (including a project manager). All proposed personnel are currently performing functions similar to those proposed clearly show an adequate level of relevant experience to successfully perform the scope outlined herein.</p>
<p style="text-align: center;"><b>Advantageous</b></p>	<p>The proposer’s Plan includes a staffing plan of at least three team members. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.</p>
<p style="text-align: center;"><b>Not Advantageous</b></p>	<p>Most but not all of the staff identified by the proposer are proven to possess an adequate level of technical administration experience. Resumes are not included for any of the proposed staff.</p>
<p style="text-align: center;"><b>Unacceptable</b></p>	<p>Less than half of the staff identified by the proposer are proven to possess an adequate level of technical administration experience. Resumes are not included for any of the proposed staff.</p>

<b>Factor 3: Past Experience</b>	
<b>Highly Advantageous</b>	The proposal demonstrates the proposer's efficient and effective implementation of a technical solution of ten or more projects of similar size and scope in settings similar to Somerville.
<b>Advantageous</b>	The proposal demonstrates the proposer's efficient and effective implementation of a technical solution of six to nine projects of similar size and scope in settings similar to Somerville.
<b>Not Advantageous</b>	The proposal demonstrates the proposer's efficient and effective implementation of a technical solution of less than six projects of similar size and scope in settings similar to Somerville.
<b>Unacceptable</b>	The proposal demonstrates the proposer's efficient and effective implementation of a technical solution of less than three projects of similar size and scope in settings similar to Somerville.

<b>Factor 4: References</b>	
<b>Highly Advantageous</b>	The Proposer was able to provide five or more references of clients who have experienced exceptional client customer service past implementation.
<b>Advantageous</b>	The Proposer was able to provide three or more references of clients who have experienced exceptional client customer service past implementation.
<b>Not Advantageous</b>	The Proposer was able to provide no more than two references of clients who have experienced exceptional client customer service past implementation.
<b>Unacceptable</b>	The Proposer was able to provide no more than one reference of a client who had experienced exceptional client customer service past implementation.

## Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 5, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

QUALITY REQUIREMENTS		YES	NO
1.	Proposer has at least 3 years of experience working with housing program solutions, specifically with managing an affordable housing inventory, and income certification waitlist.		
2.	Proposer has at least 3 years of experience working with municipal clients.		
3.	Proposer has at established regional redundancy in terms of data resiliency.		
4.	Proposer can deliver SOC 2 and HIPAA compliant solutions, offering multi-factor authentication capabilities, and showcasing a robust portfolio with case studies of relevant prior work.		
5.	Proposer has at least 3 years of experience and a commitment to creating accessible systems in line with or surpassing WCAG Level AA and Section 508 Guidelines.		
6.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional diversity designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1, 2, 3, 4 and 5 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

**Period of Performance**

The period of performance for this contract begins on or about 3/1/24 and ends on or about 2/29/25 (1<sup>st</sup> initial year with implementation, with additional years providing data support). If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

**Place of Performance**

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

**Vendor Conduct**

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

**Vendor Personnel**

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

**Confidentiality**

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

**Deliverables**

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

**RFP # 24-21**  
**SECTION 3.0**  
**PRICING**

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: Database for the Consolidated Inclusionary Rental Housing Waitlist

- The proposals will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **1/10/24 by 2PM EST**
- If the **awarded** vendor is a Corporation a “Certificate of Good Standing” (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with all applicable laws, including but not limited to the [Somerville Wage Theft Ordinance](#).
- **Awarded Vendor** must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

**Please provide your Fee Proposal below for the following and include your breakdown of all applicable fees (provide a fee breakdown and all unit prices in your own format on a separate sheet).**

**Please provide a detailed price breakdown by milestone, estimated quantities, as well as rates for staff, and all other applicable fees. This breakdown should indicate how you developed your Total Fee Proposal. Provide pricing for ongoing support for years 2 and 3 as well.**

	Total Fee Proposal
Database for the Consolidated Inclusionary Rental Housing Waitlist (Milestones 1, 2, 3, and 4)	\$
Ongoing Support for Year 2	\$
Ongoing Support for Year 3	\$

**Name of Company/Individual:**

**Address, City, State, Zip:**

<b>Tel #</b>	<b>Email:</b>
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**Signature of Authorized Individual**

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

**ACKNOWLEDGEMENT OF ADDENDA:**  
**Addendum #1 \_\_\_ #2 \_\_\_ #3 \_\_\_ #4 \_\_\_ #5 \_\_\_ #6 \_\_\_ #7 \_\_\_ #8 \_\_\_ #9 \_\_\_ #10 \_\_\_**

RFP # 24-21

## SECTION 4.0

Database for the Consolidated Inclusionary Rental Housing Waitlist  
**PROPOSERS' CHECKLIST**

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

### **Non-Price Proposal**

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

- Cover Letter
  - Solution Overview
  - Workplan/Project Approach
  - Work Samples of Projects Similar in Scope
  - Business Continuity Plan in terms of Disaster Recovery
- Acknowledgement of Addenda (if applicable and non-price related)
- Quality Requirements (See Section 2.0)
- Somerville Living Wage Form
- Certificate of Non-Collusion and Tax Compliance
- Certificate of Signature Authority
- Reference Form (or equivalent may be attached)
- Supplier Diversity Form
- W9

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

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

### **Price Proposal**

- Acknowledgement of Addenda (if applicable and price related)
- Price Form (Provide a detailed fee breakdown as an additional sheet)



**Certificate of Authority  
(Corporations Only)**

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

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

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

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

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

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

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

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

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

4. **ATTEST:**

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

**AFFIX CORPORATE SEAL HERE**

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

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

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

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



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

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

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

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

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

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

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

4. I hereby certify that each of the following individual(s) is:

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

<u>Name</u>	<u>Title</u>

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

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

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

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





**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.\***

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of “Living Wage”:** For this contract or subcontract, as of 7/1/2023 “Living Wage” shall be deemed to be an hourly wage of no less than \$17.09 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

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

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\* Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

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

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

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

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

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

**CERTIFIED BY:**

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

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

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

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

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of **7/1/2023** is **\$17.09** per hour.

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Procurement & Contracting Services Department directly.



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

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

**A. NON-COLLUSION FORM**

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

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

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

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

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

**B. TAX COMPLIANCE CERTIFICATION**

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

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

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

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

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

**REFERENCE FORM**

Bidder: \_\_\_\_\_

**BID#/ Title:** \_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE FORM**

Bidder: \_\_\_\_\_

**BID#/ Title:** \_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM**

### **Background**

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

### **Application Process**

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

### **Certifications**

Check all those that apply:

- Minority Business Enterprises (MBE)**
- Women Business Enterprises (WBE)**
- Veteran Business Enterprises (VBE)**
- Portuguese Business Enterprises (PBE)**
- Other** \_\_\_\_\_

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

### **CERTIFIED BY:**

**Signature:** \_\_\_\_\_

**(Duly Authorized Representative of Vendor)**

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

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

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

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



By signing the filled-out form, you:

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

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## SECRETARY OF THE COMMONWEALTH'S

### CERTIFICATE OF GOOD STANDING

#### **CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth**

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing"** provided by the Secretary of the Commonwealth's Office

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

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

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

#### **IMPORTANT NOTICE**

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

**INSURANCE SPECIFICATIONS**

**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Chief Procurement Officer a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE"** as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:**  
**City Of Somerville**  
**c/o Procurement and Contracting Services Department**  
**93 Highland Avenue**  
**Somerville, MA 02143**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

**CERTIFICATE HOLDER**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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

# CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

## 1. Definitions

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

"Contract" and "Contract Documents" shall include the following documents, as applicable: City's Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City's Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor's response to the City's solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City's Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City's Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City's Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

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

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

## 2. Performance; Time

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

## 3. Acceptance of Goods or Services

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

## 4. Compensation

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

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

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

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

## 5. Release of City on Final Payment

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

## 6. Risk of Loss

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

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

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

## 7. Indemnification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Insurance**

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

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

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

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

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

#### **12. Amendment**

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

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

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

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

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

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

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

#### **14. Taxes**

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

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

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

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

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

#### **17. Discrimination**

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

#### **18. Waiver**

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

#### **19. Severability**

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

#### **20. Notice**

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

#### **21. Captions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Addendum No. 1 to RFP 24-63**

**Attachment 2**

**Technical Proposal from Emphasys Computer Solutions, Inc. (RFP 24-21)**



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**Emphasys Contact:**  
Sheila Roberts  
Senior Client Engagement  
Manager

[sroberts@emphasys-software.com](mailto:sroberts@emphasys-software.com)

1200 SW 145<sup>th</sup> Avenue, Suite 310  
Pembroke Pines, FL 33027

**RFP # 24-21**  
**Database for the Consolidated Inclusionary  
Rental Housing Waitlist**

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**City of Somerville**  
**January 24, 2024**



We build software so you can build communities.

January 23, 2024

To Whom It May Concern:

I am writing on behalf of Emphasys Software in response to your Request for Proposal (RFP) # 24-21 Database for the Consolidated Inclusionary Rental Housing Waitlist. We appreciate the opportunity to showcase our commitment to providing innovative and comprehensive software solutions that align seamlessly with the City of Somerville's vision and initiatives.

This letter confirms that this proposal is firm for a period of ninety (90) days.

**Proposer**

Emphasys Computer Solutions, Inc. d/b/a Emphasys Software  
1200 SW 145th Ave, Ste 310 Pembroke Pines, FL 33027  
(p) 305-503-6600 (f) 305-592-2479  
<https://emphasys-hfa.com/>

**Contact**

Sheila Roberts, Senior Client Success Manager  
(p) 770-800-1057  
[sroberts@emphasys-software.com](mailto:sroberts@emphasys-software.com)

We are honored to be considered as a potential partner for the City of Somerville. The Emphasys team is excited about the prospect of contributing to your success and growth. We are committed to delivering a solution that exceeds your expectations and supports your organization's strategic objectives.

Respectfully Submitted

A handwritten signature in cursive script that reads "Conor Smith".

Conor Smith  
Portfolio Manager, Emphasys Software  
305-503-6600 ext. 6701  
Csmith@emphasys-software.com



## Solution Overview

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In this proposal, Emphasys Software’s solution fully addresses the City of Somerville’s requirements.

As mentioned on the RFP, the current situation for City of Somerville is that all units are monitored, and its creations are tracked via Microsoft Excel, with each Inclusionary rental development having its own application/waitlist, which is complex and involves multiple steps and various stakeholders.

Emphasys Software’s solution will streamline the process and improve overall user experience for all stakeholders.

The solution is developed to accommodate 6 roles:

- Owner and Managing Agents
- Renter
- Housing Division Staff
- Contractor
- Support Call Center
- Administrator

Each one will has a different level of access in the system as specified in the solution requirements.

The system will adhere to Massachusetts State, federal, and COS compliance standards. Emphasys Software is a SOC 2 Type 2 and HIPPA-compliant company. We believe our unique experience providing the specificied solution in the RFP for the affordable housing space, as well as our commitment to the State request, separates us as the optimal partner to deliver and maintain the Database for the Consolidated Inclusionary Rental Housing Waitlist requested by City of Somerville.

Detailed Solution Requirements are listed below:

Requirements	Detail
Website must conform to the Massachusetts State, federal and COS compliance standards and guidelines when viewed from any desktop or mobile device	<p>Emphasys Software confirms that the platform and solution conform to the Massachusetts State, federal and COS compliance standards and guidelines when viewed from any device, including both desktop or mobile.</p> <p>Our solution is formatted to meet all current browser and software operating system requirements on all hardware platforms.</p>

<p>Website must be translatable into 6 non-English languages and any additional language as may become required.</p>	<p>Emphasys Software confirms that we already meet this requirement.</p> <p>Our websites translate to over one hundred non-English languages using an embedded Google Translate feature to ensure accessibility. Our call center includes bilingual staff (English/Spanish) and utilizes a Language Line translation service to provide real-time translations as needed.</p>
<p>Optimize site search results and allow Search Engine Optimization to better find and index content, when possible</p>	<p>Emphasys Software confirms that the platform and solution have been built to optimize site search results and allow Search Engine Optimization to better find and index content, when possible.</p> <p>This Search Engine Optimization is part of what has made it possible for our software solutions to reach tens of millions of users each year across the United States.</p> <p>Additionally, Emphasys continues to monitor and refine it's products' SEO as it evolves so that the client and it's product is optimally configured to maximize reach and impact.</p>
<p>Ensure that the website is completely mobile responsive</p>	<p>Emphasys Software confirms that the platform and solution is completely mobile responsive.</p>
<p>Optimize navigation to speed access to pertinent information, transactions, and services</p>	<p>Emphasys Software confirms that the platform and solution have optimized navigation to speed access to pertinent information, transactions, and services.</p> <p>Emphasys works with our clients to continually improve and optimize site navigation to maximize conversion and successfull usage by all stakeholders and users on our platforms.</p> <p>Additionally, Emphasys employs User-Interface/User-Experience (UI/UX) experts to implement and maintain optimal solutions.</p>

<p>Allow for customer feedback</p>	<p>Emphasys Software confirms that we already meet this requirement.</p> <p>Customers can provide feedback via our call center that operates 5 days a week, 11 hours a day (9am – 8pm EST). Site visitors can also utilize the embedded Contact Us link located in the footer of all webpages.</p> <p>Additionally, all property detail pages contain a “Report Listing” link to provide feedback or report issues with a property.</p> <p>Emphasys also provides an additional channel for customer feedback through our live chatbot, and systematically conducts surveys of site users to gain customer insights and identify any improvement opportunities.</p>
<p>Integrate access to a web analytics platform to capture data for continuous monitoring and improvement of the website</p>	<p>Emphasys Software confirms that the platform and solution have web analytics integration to capture data for continuous monitoring and improvement of the website.</p> <p>Analytics are available whenever the user requires on the site, and Emphasys has the capability to create ad-hoc reports to meet the client’s evolving requirements over time.</p>
<p>Apply City branding style guidelines throughout the website</p>	<p>Emphasys Software confirms that we can customize the design of the solution so that it will follow City branding style guidelines.</p> <p>Emphasys works collaboratively with all our partners to build customized, branded website and product appearances, adhering to style and web guidelines, including fonts, color palettes, imagery and other elements as required by our partners.</p>
<p>Include the ability to adapt to any future expansion and enhancement to support housing lotteries and automated waitlists</p>	<p>Emphasys Software’s dedicated Waitlist and Housing Lottery product is extendable with a team that is ready and able to accommodate additional requirements to</p>

	<p>reflect the City of Somerville needs as they should arise or evolve over time.</p>
<p>Artificial Intelligence (“AI”) chatbot assistance to users on the website</p>	<p>Emphasys Software meets this requirement through it’s “smart” chatbot that assist the users on the website.</p> <p>The chatbot includes an automated, smart registration function and initial resources, as well as live, immediate assistance from customer support to accommodate the user’s questions and needs.</p>
<p>All currently available vacancy data must be transferred to the new website and support by the Support Call Center</p>	<p>Emphasys Software confirms that we already meet this requirement.</p> <p>Prior to launch, we map and import existing property and vacancy data as well as conduct targeted outreach to capture any missing or outdated information. Landlords have 24/7 access to list and update unlimited units and the service is supported by a toll-free bilingual call center, available from 9 a.m. to 8 p.m., EST, Monday-Friday.</p> <p>Emphasys also provides call center and email support throughout this transition phase to address any questions regarding the new service.</p>
<p>The new Support Call Center should be located in the state of Massachusetts.</p> <p><i>**Please note that the Q&amp;A responses posted in Addendum 3 indicate that the Support Call Center does not have to be located in the state of Massachusetts.</i></p>	<p>Emphasys Software’s call center (contact center) partner, Expivia, is located in Erie, Pennsylvania.</p> <p>Our call center partner has operated for over 13 years and are one of the few contact centers that have specific 2-1-1 and housing and resource assistance experience.</p> <p>Emphasys partners with Expivia because of their experience, caliber of staff, breadth of technology, and ability to quickly scale staff to support immediate needs, such as disasters. Due to their proven track record, it is advised that we utilize the existing</p>

	<p>structure and operations of the Support Call Center in Erie, PA.</p> <p>If necessary, we can consider the option of providing remote agents, who would live and work within Massachusetts.</p>
<p>The consultant will provide the City with a Language Access Plan (LAP) that describes how barriers to digital access will be removed for LEP (Limited English Proficiency) applicants when navigating the Inclusionary webpage. The City of Somerville requires that materials are translated into each of the most spoken languages in Somerville, including Spanish, Brazilian Portuguese, Haitian Creole, Nepali, Traditional Chinese, and Simplified Chinese. The LAP will outline a process for translation of written communications or other documents in a given requested language. All applications and relevant outreach materials should include written notice of the availability of translation and interpretation assistance along with procedure on how to request access to these services</p>	<p>The Support Call Center currently operates in accordance with the Statewide Language Access Policy. The Support Call Center staff includes bilingual staff (English and Spanish) and utilizes a language line translation service to provide real-time translations as needed including Spanish, Brazilian Portuguese, Haitian Creole, Nepali, Traditional Chinese and Simplified Chinese. Additionally, Google Translate is embedded into the website, allowing users to easily translate the website into over 100 languages (including those just mentioned), as needed.</p> <p>All Emphasys websites currently include an established toll-free 1-800 number with TDD/TTY access, an email inquiry address, and the ability to live chat on the website for personalized assistance. All support channels are established resources for thousands of property providers and residents across the country.</p>

*Identify any specific requirements, timelines, or deliverables that are critical to the success of the project. The Proposer must be able to provide a database and website that are fully functioning at project conclusion and able to be maintained by the successful Proposer:*

<p>The website and Support Call Center will be:</p>	
<p>Managed by the successful Proposer working in consultation with a Housing Division liaison.</p>	<p>Emphasys Software confirms that we will work in consultation with a Housing Division liaison for both the website and the Support Call Center. Emphasys</p>

	<p>provides this for our product and service offerings and has implemented 100% successfully in all instances.</p>
<p>Populated with units that are added via housing providers that are overseen by the Housing Division.</p> <p>Utilized by Owners and Managing Agents to view the status of their unit vacancies.</p> <p>Utilized by Renters seeking affordable housing in Somerville, MA</p>	<p>Emphasys Software meets these requirements.</p> <p>Emphasys’ solution is a public-facing search and listing service that can be utilized by Owners and Managing Agents to view the status of their unit vacancies as well as by Renters seeking affordable housing in our jurisdictions. This will be easily extendable to affordable housing in Somerville, MA.</p> <p>Property managers and management companies can create free accounts by registering online or by calling the toll-free call center to register over the phone. Accounts are easily maintained through their online access or by utilizing the call center for assistance as needed. There are no limits on the number of properties or locations that can be listed under a single account.</p> <p>For Renters seeking affordable housing, our solution also allows users to search for subsidized or income-based rentals with income restrictions and they can search for rent that is based on a percentage of medium income. If they do not utilize the income-based rent or percentage of medium income-based rent fields, they will also be presented with market rate rentals in their search results. A special icon also helps to identify properties with income restrictions.</p> <p>There are numerous accessible fields offered as search options on the site. Our search form currently offers users the option to select from the mobility or sensory options they need in a unit. We can add fields to search for units designated as mobility or sensory after working with OHFA to define what those mean since these definitions may vary slightly from state to state. Listings with accessibility features are also identified by a special handicap icon and label.</p> <p>Senior facilities with age restrictions are also easily identified by a seniors-only icon and senior facilities can be excluded from the search results to view only non-senior specific properties.</p>

	<p>Searchers can use the “Pets OK” search option to locate rentals that allow pets. These listings are also identified by a special paw print icon and label. Owners and managers can choose from several options to define their pet policies and can also use the comments section to further clarify pet policies for their listings.</p> <p>Searchers can also choose to search for only immediately available units and to exclude any wait list units from their search results. All multi-family properties are marked as either being available or being on a waiting list for the specific bedroom size and floorplan being advertised. All individual listings such as a duplex, single family house, etc., are listed with the date available. Searchers can also see how many days the property has been listed on the site.</p> <p>Fully accessible and free to consumers and landlords. Supported by a <b>toll-free call center</b> (English/Spanish, voice/TTY), live representatives help landlords and renters with listing and searching. A language line is also available to bolster language options for callers. Incorporates Fair Housing and affirmative marketing best practices.</p> <p>Consumer tools, such as a rent checklist, an affordability calculator, and links to community resources are built into the websites.</p> <p>Listings can display 40+ accessibility fields along with photos, neighborhood information and other details to help match tenants to units that meet their needs.</p>
<p>Utilized by Housing Division staff and contractors who maybe working in conjunction with the staff to access data, initial logs, open and close waitlists, and approve initial rent up lottery postings or remarket lottery postings.</p>	<p>Emphasys Software meets this requirement.</p> <p>Our platforms can implement several levels of “administrator access” to accommodate the various roles required by Housing Division staff and contractors who may be working in conjunction with the staff to access data, initial logs, open and close waitlists, and approve initial rent up lottery postings or remarket lottery postings.</p>

Clearly state any required qualifications, certifications, or experience that vendors must possess to be considered for the project:

<p>It is the City’s preference for the Proposer to possess experience in, and knowledge of, the housing and real estate industry including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Affordable housing market</li> <li>• Housing rental subsidies</li> <li>• Leasing and rent up</li> <li>• Waitlists and lottery processes</li> </ul>	<p>Emphasys Software’s Housing Locator Division has over 24 years of proven industry experience in creating housing locator databases and related tools serving the affordable housing market.</p> <p>Launched in 1999, we contract with governments and organizations at the city, county, state, and federal level. Our clientele includes state housing finance agencies, state supportive-service agencies and departments, 130+ public housing authorities and countless special-needs and community groups.</p> <p>Our platforms support affordable, accessible, market-rate, senior, veteran, Section 8/HCVP, PBRA, 811 PRA, and more.</p> <p>Our robust rental housing listing and locator services are available online and by toll-free call center. The services helps consumers find housing to suit their needs, including critically needed affordable and accessible housing, and offers landlords a no-cost platform to advertise properties.</p> <p>Several Emphasys solutions utilize our technology to manage housing lotteries and automated waitlists. Our partners in Delaware, Pennsylvania, and Maryland utilize our PAIR (Prescreen Assessment Intake and Referral) waitlist tools to screen and quantify applicants and then manage the program waiting list. Each waitlist management client listed includes a list of the corresponding programs we serve with our waitlist management (PAIR) service and the number of years each client has used our solution.</p> <p>We launched our first Prescreening, Assessment, Intake, and Referral (PAIR) solution for waitlist management in 2012. Over the past 12 years, we’ve launched and maintained waitlist management solutions for various programs nationwide, including HUD 811, Money Follows the Person (MFP), DDA, Weinberg apartments, Medicaid subsidy, Statewide Referral Network subsidy, Tax credit Target Units, and the Transitions to</p>
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	<p>Community Living program that was successfully implemented in response to a Department of Justice lawsuit and settlement. We have expanded the Waitlist management solution to provide full capabilities to support housing lottery processes and programs, including our latest Housing Waitlist and Lottery solution for DC DHCD.</p> <p>Our customizable waitlist management solutions offer a prescreening interface with questions customized for intake, eligibility screening/matching, and prioritization of applicants, based on the specific program requirements and eligibility criteria. Applicants are tracked through the entire process, from the applicants' initial intake to eligibility matching, move-in, program exit, etc. All activities and interactions are defined by the client's program needs and guidelines. All activities and data points are tracked through the system and can be reported for compliance.</p>
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*Specify any limitations, constraints, or assumptions:*

<p>Timeframe: The City intends to launch the Consolidated Rental Waitlist directly following this contract or overlapping with this contract.</p>	<p>Emphasys has strong experience and a track record of success in delivering complex software solutions within the agreed-upon timeframe.</p> <p>Emphasys will be able to deliver the project within City of Somerville's 6 month timeline.</p>
<p>Working with Additional Contractor: As the City intends to launch the Consolidated Rental Waitlist, it will require collaboration with the consultant awarded the RFP for implementation of Phase III of the project.</p>	<p>Emphasys Housing Locator welcomes collaboration and confirms this requirement. Emphasys has experience successfully collaborating with various stakeholders including the contractor/consultant listed in this requirement.</p>

*Non-Functional Requirements*

<b>Compliance</b>	By submission of a Proposal, the Proposer agrees that the Solution, when completed, will meet all Massachusetts State, federal, and COS compliance standards and guidelines outlined in RFP.	Emphasys Software confirms that the platform and solution conform to the Massachusetts State, federal and COS compliance standards and guidelines outlined in the RFP.
<b>Design and Branding</b>	The website will be compatible with standard design elements that are specific to Municipality websites, and the City of Somerville Design Guidelines provided.	<p>Emphasys Software confirms that the website will be reflect and/or be compatible with standard design elements that are specific to Municipality websites, and the City of Somerville Design Guidelines provided.</p> <p>We regularly work collaboratively with our partners to build a customized, branded website appearance, adhering to style and web guidelines, including fonts, color palettes, iconography, imagery and other elements as required by our partners.</p>
<b>Hosting</b>	The Solution will be hosted in a government cloud. All COS data must be segregated from other organizations' data that the Proposer hosts. No COS data must be available outside the borders of the continental United States, either physically, electronically, verbally, or in any other form or manner.	<p>Emphasys confirms that the solution meets this requirement.</p> <p>The housing waitlist and lottery system, currently hosted securely in the cloud and is able to import data from excel sheets into the Application with a specific plan on how this will be done.</p> <p>If required, Emphasys could duplicate the data in a government cloud infrastructure for an additional cost.</p>
<b>Availability/Accessibility</b>	The successful Proposer will provide COS with a contractual guarantee to keep the website accessible and properly functioning in accordance with the service level terms outlined in the Service Level Agreement	Emphasys Software confirms that the platform and solution will be maintained at the highest standards to ensure optimal performance and accessibility

	(“SLA”) to be provided by the Proposer with proposal and acceptance of the SLA by COS.	Additionally, Emphasys provides Service Level Agreement in the below Attachment A.
<b>Browser Compatibility</b>	The website will be compatible with all currently supported versions of major internet browsers (e.g., Firefox, Safari, Microsoft Edge, and Chrome), accessible, responsive, extensible, and optimized for mobile devices such as smart phones and tablets.	Emphasys Software confirms that the platform and solution is compatible with all currently supported versions of major internet browsers (e.g., Firefox, Safari, Microsoft Edge, and Chrome), accessible, responsive, extensible, and optimized for mobile devices such as smart phones and tablets.
<b>User Access Management</b>	The Solution will provide a customizable “user access management” capability that enables authorized users to assign user access at application, use case, and field level, as needed, by employee role.	The Emphasys Software Waitlist and Housing Lottery product has RBAC functionality, and the admin can grant access based on the applicable role.
<b>Usability</b>	The Solution will ensure all web pages have up to date web content, relevant information, and active links. The Solution, upon completion, will support electronic signature capability that is compliant with IT policy.	Emphasys Software confirms that the platform and solution will have and will maintain up to date web content, relevant information, and active links.  The Housing Lottery supports e-signature capability and confirms compliance with IT policy.
<b>Interoperability</b>	The Solution will be interoperable with other technology solutions utilizing modern, industry-standard technologies such as APIs, web services, email cloud platforms, and/or secure file transfer protocol (“SFTP”) interface standards.	Emphasys Software confirms that the platform and solution are designed to be interoperable with other technology solutions.  We can align on the client's exact needs to tailor the solution accordingly.
<b>Addresses</b>	The website will utilize standard addressing as per United State Postal Service (“USPS”) and web	Emphasys Software confirms that the platform and solution utilize standard addressing as per United State Postal

	standards (see Postal Addressing Standards).	Service (“USPS”) and web standards (see Postal Addressing Standards).
<b>Auditing</b>	The Solution must perform audit logging to build a historical record of all user actions, including user authentication attempts, and critical system processes.	Emphasys Software confirms that the platform and solution perform audit logging to build a historical record of all user actions, including user authentication attempts, and critical system processes.
<b>Security</b>	The website must comply with security standards as required by the City of Somerville IT department. The successful Proposer will be required to complete and satisfactorily answer the SOC 2 Compliance (“SOC 2”). SOC 2 is an auditing procedure that ensures that the service providers securely manage the data to protect the interests of an organization and the privacy of its clients. The successful Proposer will implement Single-Sign On (SSO) as part of the enterprise security strategy.	Emphasys Software confirms that the platform and solution is SOC 2 Compliant and certified. Additionally, the system is prepared to implement Single-Sign On (SSO)
<b>Performance</b>	<p>It is anticipated with the current housing crisis, there will be an increase in the City’s funded housing projects resulting in an increased listing of affordable rentals on the new website. To address this matter, the Solution must be able to handle at least 50,000 visitors a month with optimal transaction and response times.</p> <p>Statewide technology policies and standards define best practices for the State’s IT community. All standards are defined by the</p>	<p>Emphasys Software confirms that the platform and solution is fully able to handle the number of expected visitors with optimal transaction and response times.</p> <p>Our software solutions currently handle millions of visitors, and the solution is extendable to handle a much higher visitor count than is included in the requirement by City of Somerville.</p> <p>The solution will meet the policies and standard best practices as defined by the EOTSS Enterprise Policies and Standards.</p>

	Executive Office of Technology Services and Security. Policies, Standards, and Best Practice Guidelines are available in the "EOTSS Enterprise Policies and Standards", hyperlinked herein.	
<b>Business Continuity</b>	The successful Proposer will test the Disaster Recovery ("DR") Plan annually, review results with the City, remediate any problems identified, and review the remediation actions with the City as per the Service Level Agreement to be provided by the Proposer with proposal and acceptance of the SLA by HD.	<p>Emphasys Software confirms that the platform and solution is SOC 2 Compliance and internally has the proper policies in place.</p> <p>While the in-depth results are not currently reviewed with the client, Emphasys can provide the results and review any applicable remediation actions with the City.</p>
<b>Data Ownership</b>	<p>All website data will be owned by the City of Somerville. Website data shall include all data that is owned, licenses, leased or developed by or on behalf of the City of Somerville, whether provided to the successful Proposer by the City or by a third party in connection with the successful Proposer's provisions of services to the City of Somerville, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by, the successful Proposer, including related data that results from hygiene, cleaning, and database build services performed by, the successful Proposer.</p> <p>All derivative works of, based on, derived from, or otherwise using any customer data, are themselves considered to be data owned by</p>	<p>Emphasys Software confirms that all data stored on our platforms on behalf of the City of Somerville is owned by the City of Somerville.</p> <p>Upon discontinuance of the service, CSV data exports will be made available to the City to utilize at their discretion.</p> <p>The Addendum #3 requested that, if the vendor goes out of business, or the application is no longer used - what kind of exports (ex. Type of file) can be provided in these situations? While Emphasys sees zero chance in this hypothetical, if it was to occur, all data and applicable exports would be provided in this situation.</p>

	<p>the City of Somerville. This subsection covers, but is not limited to, all output, copies, reproductions, improvements, modifications, adaptations, and translations. The City of Somerville shall also own usage data reflecting any access to, or use of, the Website by or on behalf of the customer or its authorized users. All data will be integrated into the Municipality’s data repository.</p> <p>Should the vendor discontinue operations, a series of reports will be produced of all data to serve an archival need for the City of Somerville according to the requirements of the SLA which would insure COS access to data.</p>	
<p><b>Data Migration and Transition</b></p>	<p>Where the Solution involves the creation of any new or derived data by a service provider or other licensee, the Scope of Work should include the following professional services:</p> <ul style="list-style-type: none"> <li>• to provide a Data Migration Plan that defines the data to be migrated, the process that will be followed to migrate the data, including testing any automated processes, and detailed data mapping of the source data locations and the destination data locations: <ul style="list-style-type: none"> <li>o identifying and migrating all required data elements from the</li> </ul> </li> </ul>	<p>Emphasys Software confirms its capability to deliver a Data Migration Plan as part of the Scope of Work, and to obtain approval from City of Somerville before any actual migration work starts.</p> <p>Additionally, Emphasys confirms providing a report for validation of data fields to be migrated, and Emphasys confirms that it can enter into a non-disclosure agreement with the City of Somerville relating to staff who have access to production data from the legacy system that will be migrated to proposed solution, and will work with the HD team to create a data dictionary for the new Solution.</p>

	<p>source systems to ensure historical data retention and continuity of operations;</p> <ul style="list-style-type: none"> <li>• to provide a report for validation of the data fields to be migrated;</li> <li>• for all data formatting activities related to data migration;</li> <li>• to obtain approval from the City of Somerville on the “data migration plan” before any actual migration work starts.</li> </ul> <p>The successful Proposer will enter into a non-disclosure agreement with the City of Somerville relating to staff who have access to production data from the legacy system that will be migrated to proposed solution, and will work with the HD team to create a data dictionary for the new Solution.</p>	
<b>Support and Maintenance</b>	The successful Proposer will provide technical support to the City during standard business hours.	<p>Emphasys Software staff will be available to provide technical assistance during standard business hours.</p> <p>Additionally, the call center is fully staffed and available 55 hours a week, Monday-Friday, from 9 a.m. to 8 p.m. Eastern (11 hours a day).</p>
<b>Release Validation</b>	The successful Proposer will provide a user test environment and City Housing Division staff and select users will have access	Emphasys Software confirms that the platform and solution have a dedicated training environment. City Housing Division staff and select users will be

	to the environment for quality assurance (QA, UAT and UX) purposes.	granted access to this environment for quality assurance (QA), User Acceptance Testing (UAT), and User Experience (UX) purposes.
<b>Extensibility</b>	The website will include the ability to adapt to any future housing lotteries and/or automated waitlists.	Emphasys Software confirms that the platform and solution are extendible, and can adapt to any future housing lotteries and/or automated waitlists.
<b>Analytics Platform</b>	<p>The successful Proposer will work with the City’s technology partners to implement a web analytics platform on the City’s data repository that has access to, and provides data back to, the City of Somerville, reflecting the activities occurring on the newly established site and permits HD to continually measure key performance indicators for the purpose of continually improving the site and overall user experience. The new site pages, coding, data, and metadata need to be optimized during development to provide data once the site is launched. The successful Proposer will provide:</p> <ul style="list-style-type: none"> <li>• Optimization of web metrics tools (as available) and implementation of other tools as agreed to by HD; and</li> <li>• Reports (including dashboard reports) that will be used to inform the City of Somerville IT Team, SomerStat, HD executives, managers, and staff about website performance on an ongoing basis.</li> </ul>	<p>Emphasys Software confirms that the platform and solution includes a web analytics platform that can be fully utilized by the City to measure Key Performance Indicators.</p> <p>Our engineering team ensures that the site pages and all associated code will be optimized during the development to provide this data, and will be continually optimized and maintained moving forward.</p> <p>This includes optimization of web metric tools, reports that include dashboards with applicable key metrics showing website performance on an ongoing basis.</p>



<p><b>Solution Expectations</b></p>	<p>The successful Proposer will implement the Solution and support its operation and enhancements over the full term of the contract. The strong preference of the Housing Division is for the Solution to be fully functional 6 months from the contract start date. <b>The proposal must include a timeline for this design, development, implementation (“DDI”) and go-live phase, preferably not to exceed a maximum of 6 months from contract start date.</b> The implementation will involve seamlessly transitioning the current <a href="https://www.somervillema.gov/departments/programs/inclusionary-housing-program">https://www.somervillema.gov/departments/programs/inclusionary-housing-program</a> website to a new Solution.</p> <p>The Solution will need to remain in full compliance with all applicable IT policies and standards throughout its entire lifecycle and meet additional non-functional requirements.</p>	<p>Emphasys Software confirms that we can accommodate the product release within 6 months and migrate the data from the excel sheets (ETL process).</p> <p>The DDI timeline meeting the City’s requirements is included below.</p> <p>The solution will be in full compliance with all applicable IT policies and standards, and non-functional requirements, and will be maintained as such moving forward.</p>
<p><b>Delivery of Product and Documentation</b></p>	<p>The Proposer must provide project management, business analysis, security, design, testing, and operations deliverables, among others, as defined in the Deliverables Matrix table below. The Deliverables Matrix indicates the deliverable and when it is expected to be delivered by</p>	<p>Emphasys Software confirms that project management, business analysis, security, design, testing, and operations deliverables, among others, as defined in the Deliverables Matrix table will be delivered.</p> <p>Emphasys will supply complete copies of the documentation listed in the Deliverables Matrix.</p>

	<p>project milestone following award of the contract.</p> <p>The Proposer must supply complete copies of the documentation related to the creation or configuration used during development of this Project.</p>	
<b>Deliverable Management Process</b>	<p>Deliverable Management Process is briefly outlined in the Deliverables Matrix.</p>	<p>Emphasys Software confirms that it will deliver all the project deliverables as defined in the Deliverables Matrix.</p>
<b>Licenses; Indemnity</b>	<p>To the extent that the successful Proposer incorporates in the Website any pre-existing computer code or other materials it owns (“Pre-Existing Materials”) including photos or other graphics, tools, routines, subroutines, techniques and other programs and materials, the successful Proposer shall grant to the City of Somerville a perpetual license to permit the City of Somerville to use such Pre-Existing Materials in the Website.</p> <p>To the extent that the successful Proposer incorporates in the Website any materials owned by a third party (“Third Party Materials”) including photos or other graphics, tools, routines, subroutines, techniques and other programs and materials, the successful Proposer shall be obligated to obtain for the benefit of the City of Somerville a perpetual license to use and incorporate such Third-Party</p>	<p>Emphasys Software confirms that the City owns the applicant data and can export it at any time.</p> <p>Emphasys affirms has full right and every lawful power and authority, without the consent of any other party, to create the website and to license the same to the City as applicable.</p> <p>Emphasys intends to meet City of Somerville’s requirements in this section as it has successfully implemented like solutions with similar clients. The detailed license and indemnity requirements will be aligned upon within the MSA.</p>

	<p>Materials in the Website. The successful Proposer shall represent and warrant to the City of Somerville that:</p> <ul style="list-style-type: none"> <li>• the successful Proposer has full right and every lawful power and authority, without the consent of any other party, to create the website and to license the same to the City of Somerville and to grant the licenses in the source code as contemplated by this section;</li> <li>• except to the extent of any matter for which HFA is providing to the successful Proposer a representation, website does not and shall not infringe the rights of any other party; and</li> <li>• The successful Proposer shall provide an indemnity with respect to any infringement of third-party intellectual property rights.</li> </ul>	
<p><b>Recommended Staffing</b></p>	<p>Depending on the Solution and subject to the City’s approval, the successful Proposer must provide staff to fulfill the following key roles:</p> <ul style="list-style-type: none"> <li>• Configuration Lead</li> <li>• Engagement Manager</li> <li>• Project Manager</li> <li>• Lead Business Analyst</li> <li>• Lead Data Migration Lead</li> <li>• Lead User Experience/User Interface (UX/UI) Designer</li> <li>• Lead Tester</li> </ul>	<p>Emphasys Software confirms compliance with all recommended staffing and coordination requirements.</p> <p>Please see staffing plan for detailed role information.</p> <p>Additionally, Emphasys agrees to:</p> <ul style="list-style-type: none"> <li>• coordinate with the City of Somerville and IT as their technology partners to ensure compliance with Massachusetts direction, policies, and project goals; and</li> </ul>

	<p>If selected as the successful Proposer and successful Proposer formally accepting contract deliverables, the successful Proposer agrees to:</p> <ul style="list-style-type: none"> <li>• coordinate with the City of Somerville and IT as their technology partners to ensure compliance with Massachusetts direction, policies, and project goals; and</li> <li>• coordinate the methodology, toolset, and project plan with the HD and IT Project Manager(s), the HD team, and the IT Team at the: <ul style="list-style-type: none"> <li>o beginning of the Project – to ensure global/enterprise alignment; and</li> <li>o completion of each major phase of the Project.</li> </ul> </li> </ul> <p>Upon the successful implementation of the Project, the successful Proposer will primarily work with a City of Somerville Liaison/Product Owner.</p>	<ul style="list-style-type: none"> <li>• coordinate the methodology, toolset, and project plan with the HD and IT Project Manager(s), the HD team, and the IT Team at the beginning of the Project – to ensure global/enterprise alignment, and at the completion of each major phase of the Project.</li> </ul> <p>Upon the successful implementation of the Project, Emphasys agrees to primarily work with a City of Somerville Liaison/Product Owner.</p>
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**Staffing Plan**

Configuration Lead	
Role Description	<ul style="list-style-type: none"> <li>• The Configuration Lead will be responsible for architecting all technical aspects of the Solution, leading the configuration and initial setup of the</li> </ul>

	Software as a Service to meet the specific needs of the Agency, unit integration and system testing for this Project.
Qualifications	<ul style="list-style-type: none"> <li>• Minimum of five (5) years of experience in a Configuration Lead role using the technologies comprising the Proposer’s solution</li> </ul>
Proposed Staff Name and Title	Furio Filoseta, Senior Director of Software Engineering
Proposed Staff Qualifications	<p>Furio has well over 30 years’ industry and technology experience. Current responsibilities and experience include:</p> <ul style="list-style-type: none"> <li>- Business Development</li> <li>- Product Development.</li> <li>- First technical point of contact with clients</li> <li>- Full requirements engineering cycle. (Gathering, Analysis, Review and Validation), in collaboration with the business' SMEs.</li> <li>- Translate requirements into a conceptual model of the solution, complete with Functional narratives and Use case specifications.</li> <li>- Project management.</li> <li>- Applications Architecture and Engineering.</li> <li>- Service Model Design.</li> <li>- Functional Data models.</li> <li>- Physical Database Design.</li> <li>- Functional prototyping</li> <li>- Manage development teams (local and remote).</li> </ul>
<b>Engagement Manager</b>	
Role Description	<ul style="list-style-type: none"> <li>• Primary point of contact for HFA Leadership Team</li> <li>• Manages the contractual relationship with HFA, working closely with HFA stakeholders to develop consensus when needed</li> <li>• Oversees service delivery, ensuring quality and timeliness of all deliverables</li> <li>• Manages all contractor and subcontractor staff activities</li> <li>• Ensures effective project communication and risk management</li> <li>• Responsible for contract compliance</li> <li>• Provides regular Contractor Performance reports</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>• A minimum of five (3) years of experience in leading major consulting engagements</li> <li>• A minimum of ten (5) years of experience managing public sector projects</li> </ul>
Proposed Staff Name and Title	Conor Smith, General Manager
Proposed Staff Qualifications	Conor leads the Emphasys Housing Locator team. Over his 13+ year career, Conor has extensive experience with building technology and service solutions targeted toward special needs populations to enable key services such as housing, affordable financing, and employment opportunities. He has experience in general management, operations, business development,

	<p>product development and product management. Conor has an MBA from Massachusetts Institute of Technology, a BA from Williams College, and a PSM from Scrum.org.</p> <p>Responsibilities: General management, personnel management, product and project management, strategy and planning, market research and analysis, forecasting and budgeting</p> <p>.</p>
<b>Project Manager</b>	
Role Description	<ul style="list-style-type: none"> <li>• Expertise as outlined in the Scope of Services section of this RFP as well as expertise in planning, organizing, coordinating, monitoring, guiding and leading the Proposer’s team, effectively communicating with the Proposer’s clients’ project manager and escalating problem resolutions.</li> <li>• Coordinate with the HCR and ITS Project Manager(s), the NY.Gov Digital Team, ITS WebNY Team to ensure compliance with NYS direction, policies, and project goals.</li> <li>• Plans and manages all release activities and release documentation</li> <li>• Manages risks and resolves issues that affect release scope, schedule, and quality</li> <li>• Leads go-live activities, including the execution of deployment plans</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>• Must have a minimum of three (3) years of experience in project management or relevant professional experience</li> <li>• A current Project Management Institute (PMI) Project Management Professional (PMP) certification</li> <li>• Experience in ITIL, SDLC and Agile are preferred.</li> </ul>
Proposed Staff Name and Title	Marcilio Correia, Product Manager
Proposed Staff Qualifications	<p>Marcílio Correia is a Product leader with diverse global experience, working from start-ups to enterprises. Marcílio is responsible for product planning and its execution. For this reason, he works closely with different teams such as support, marketing, sales, and engineering to ensure we achieve customer satisfaction goals. With a deep specialism in agile and his passion for user experience, innovation, and strategy, Marcílio aims to unlock value for customers and businesses.</p> <p>Responsibilities: Gathering and prioritizing product and customer requirements, defining acceptance criteria, managing various backlog items, scrum implementation, and managing scrum ceremonies.</p>
<b>Lead Business Analyst</b>	
Role Description	<ul style="list-style-type: none"> <li>• Facilitates and manages the validation and refinement of business requirements and business rules</li> <li>• Develops functional specifications that will be used to facilitate system/software design and configuration.</li> <li>• Documents the user roles matrix</li> <li>• Provides direction to all Business Systems Analysts</li> </ul>

	<ul style="list-style-type: none"> <li>Reviews all Business System Analyst deliverables</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>A minimum of five (5) years of experience facilitating, gathering, documenting, managing, and tracking requirements from a diverse set of stakeholders, including external organizations, regulators, and/or the public</li> <li>It is preferred that the Lead Business Analyst possess a Business Analysis certification, such as Certified Business Analysis Professional (CBAP) or PMI-PBA designation</li> </ul>
Proposed Staff Name and Title	Sheila Roberts, Senior Client Success Manager
Proposed Staff Qualifications	<p>Sheila brings over 23 years of extensive industry experience with HFAs, state and regional housing agencies, disaster housing response, and affordable and accessible housing programs. With the Housing Locator division since 2012, Sheila engages with clients across the country to develop, implement and support Housing Locator solutions across diverse markets. Previous experience also includes HUD CPD allocation management and reporting with a focus on the HOME Program and IDIS data management. Sheila helps drive innovations in the Housing Locator suite of products to meet the needs of clients and programs across various markets. Sheila also helps to manage the Housing Locator division’s project pipeline to ensure resources are allocated effectively and contract deliverables are met.</p> <p>Responsibilities: Supports housing agencies across the country to promote and maintain their custom Housing Locator services and solutions. Oversees and manages project pipelines and works directly with IT staff to meet deliverables and deadlines while also pursuing product enhancements.</p>
<b>Data Migration Lead</b>	
Role Description	<ul style="list-style-type: none"> <li>Designs, plans, monitors, and manages the data migration process</li> <li>Oversees the identification and documentation of data migration requirements</li> <li>Oversees the extraction, cleansing, transformation, loading, and validation of data from legacy system(s) to the new solution</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>A minimum of five (5) years of experience leading data migration(s)</li> <li>A total of ten (10) years of data experience, including work similar to the scope of this RFP</li> </ul>
Proposed Staff Name and Title	Jonathan Rogers, Software Developer
Proposed Staff Qualifications	<p>Jonathan has over 20 years of experience developing Python and SQL-based software, as well as over 10 years developing web applications. He designed the waitlist component of PAIR and maintains it as well as the pre-screening component.</p> <p>Responsibilities: Overall software design, database implementation, web front-end development.</p>

<b>Lead UX/UI Designer</b>	
<b>Role Description</b>	<ul style="list-style-type: none"> <li>• Lead UX designer provides subject matter expertise to our team and the broader organization on the best approaches and tools for UX/UI design.</li> <li>• Coordinates user experience sessions with HCR staff and partners.</li> <li>• Develops UX/UI specifications that will be used to facilitate system/software design and development</li> </ul>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of experience leading data migration(s)</li> <li>• A total of ten (10) years of data experience, including work similar to the scope of this RFP</li> </ul>
<b>Proposed Staff Name and Title</b>	Jan Atwater, Designer
<b>Proposed Staff Qualifications</b>	<p>From the product and marketing concept to the development and completion, Jan brings skills to the process so that branding and regional goals are achieved for effective design. She has a myriad of capabilities from experience as a design/printing business owner to a communications director, making her especially prepared to manage creative projects. At Emphasys, she works with the partners step by step on anything from website elements, social media ads to supporting print and conference materials creating designs that are professional and user friendly. She is an expert at Adobe Creative Suite apps.</p> <p>Responsibilities: Web and print design, front-end website development, print fulfillment, communications, and marketing support.</p>
<b>Lead Web Developer</b>	
<b>Role Description</b>	
<b>Qualifications</b>	
<b>Proposed Staff Name and Title</b>	Tyler Eaves, Software Developer
<b>Proposed Staff Qualifications</b>	<p>Tyler has over 20 years of experience developing web-based software for a wide range of industries, including Retail, Advertising, Journalism, and Real Estate. He is an expert in Python and SQL databases, as well as web technologies including HTML, CSS, and JavaScript. He implements complex systems to meet customer requirements.</p> <p>Responsibilities: Overall software design, database implementation, web front-end development.</p>
<b>Lead Tester</b>	
<b>Role Description</b>	<ul style="list-style-type: none"> <li>• Manages testing activities, including UI automation, integration testing, performance, scalability testing, regression testing, and UAT planning and tracking</li> </ul>



	<ul style="list-style-type: none"> <li>• Defines testing roles and responsibilities, the testing cycle, and processes for migrating across environments</li> <li>• Defines and oversees testing environments</li> <li>• Responsible for test scheduling and reporting on the status of testing activities</li> <li>• Ensures requirements and deliverables are verified and validated at each testing phase and final acceptance</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>• Qualifications A minimum of seven (7) years of experience planning, designing, developing, and executing test plans based on business requirements and functional specifications</li> <li>• A minimum of five (5) experience coordinating, tracking, and analyzing testing activities</li> <li>• A minimum of five (5) years of experience as a Test/QA Lead working on large and highly technical projects</li> <li>• A minimum of three (3) years of experience using functional and performance test tools</li> <li>• A minimum of three (3) years of hands-on experience recording and scripting automated functional tests</li> <li>• Experience with an Application Lifecycle Management tool for tracking and managing defects</li> </ul>
Proposed Staff Name and Title	Javier Soques, Software Developer
Proposed Staff Qualifications	<p>Javier has over 20 years of experience developing on Microsoft .Net technology stack (Framework and Core) as well as over 10 years full-stack web/mobile application development with modern Javascript/Typescript frameworks such as Angular/Ionic/Capacitor with NodeJS(Express/NestJS) backends.</p> <p>Responsibilities: Overall software design, database implementation, web front-end development.</p>

**Additional support staff:**

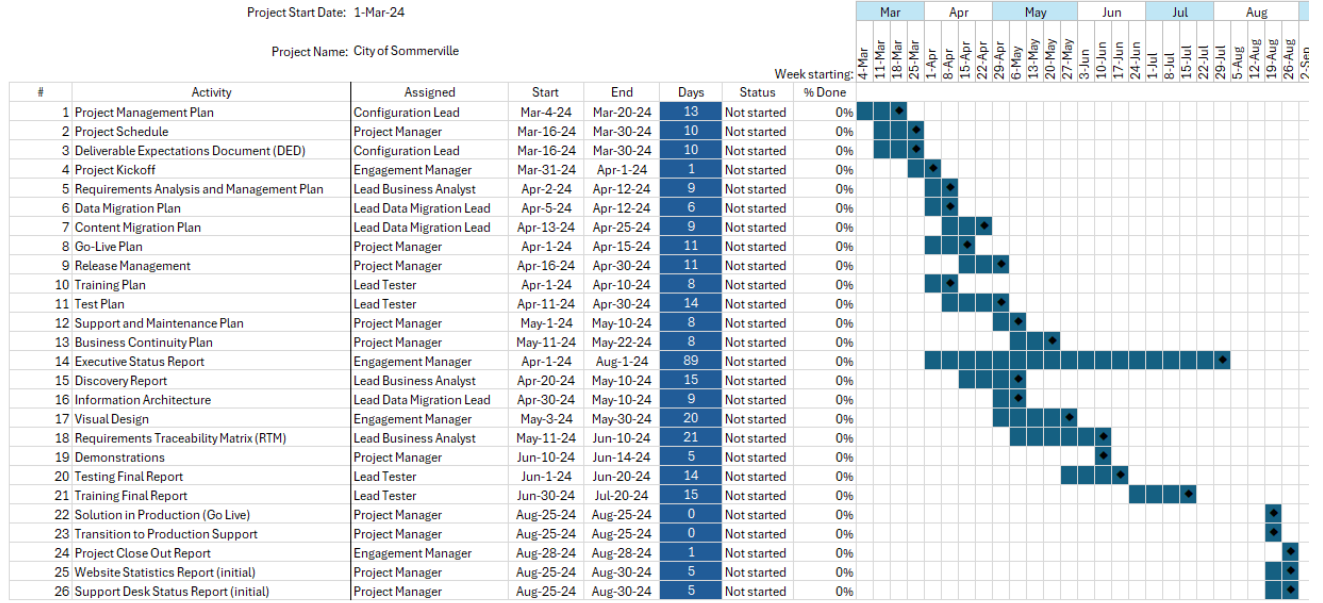
**Krystal Sautter, Customer Support Manager, Emphasys Housing Locator**

Krystal has over 25+ years of leadership and management experience across multiple industries, in B2B and B2C arenas, leading small, medium, and large teams in process improvements. Her entire career has been focused on customer service, consumer affairs, sales, and sales support. Krystal has either worked in or partnered with a dozen different contact and/or customer service centers. She has experience in building successful relationships with outsourced partners and building work-at-home teams. She has a Master of Arts in Management from Bellevue University, a Bachelor of Science in Criminal Justice from the University of Nebraska and certified as a Great Manager from Gallup University.

*Responsibilities: Leads the specialty services team, supporting the PAIR, Polling and RentComp products and services, and supports the outsourced contact center, supporting our housing search services and products. Krystal is focused on driving efficiencies for the users of our products and internal processes, as well as providing insightful data analytics to clients.*

# Workplan/Project Approach

The below is the timeline and general approach of achieving deliverables included in the Deliverables Matrix table. Emphasys agrees to successfully complete the workplan within the 6-month timeframe outlined in the RFP.



## Work Samples of Projects Similar in Scope

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### Washington DC Inclusionary Zoning (IZ) Platform screens:



### DHCD Inclusionary Zoning (IZ) Affordable Housing Program

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**Lottery Registration**

HouseholdTest Test

Home > Lottery Registration

Lottery Name	IZ Property	IZ Property Address	Lottery Category	Number of Bedrooms	MFI	Unit Number	Start Date	End Date	Lottery Status
Rent1600 Clayborn 573	Not Provided	Not Provided	Rent	0	60	Clayborn 573	2023-09-14	2023-10-02	<a href="#">Apply</a>
Rent1201 Quimby 870	Not Provided	Not Provided	Rent	1	120	Quimby 870	2023-09-17	2023-10-02	<a href="#">Apply</a>
Rent1201 Shafer 222	Not Provided	Not Provided	Rent	1	100	Shafer 222	2023-09-14	2023-10-02	<a href="#">Apply</a>
Rent1200 Barfield 337	Not Provided	Not Provided	Rent	0	120	Barfield 337	2023-09-16	2023-10-02	<a href="#">Apply</a>
Rent1600 Antczak 674	Not Provided	Not Provided	Rent	0	60	Antczak 674	2023-09-12	2023-10-02	<a href="#">Apply</a>
Rent1301 Black 372	Not Provided	Not Provided	Rent	1	90	Black 372	2023-09-12	2023-10-02	<a href="#">Apply</a>
Rent1001 Lank 842	Not Provided	Not Provided	Rent	1	100	Lank 842	2023-09-13	2023-10-02	<a href="#">Apply</a>
Rent1501 Ering 688	Not Provided	Not Provided	Rent	1	50	Ering 688	2023-09-14	2023-10-02	<a href="#">Apply</a>
Rent1201 Scott 762	Not Provided	Not Provided	Rent	1	120	Scott 762	2023-09-16	2023-10-02	<a href="#">Apply</a>

**Lottery Registration**

Lottery Name	IZ Property	IZ Property Address	Lottery Category	Number of Bedrooms	MFI	Unit Number	Start Date	End Date	Lottery Status
Rent 60 0 Clayborn 573	Not Provided	Not Provided	Rent	0	60	Clayborn 573	2023-09-14	2023-10-02	Apply
Rent 120 1 Quimby 870	Not Provided	Not Provided	Rent	1	120	Quimby 870	2023-09-17	2023-10-02	Apply
Rent 100 1 Shafer 222	Not Provided	Not Provided	Rent	1	100	Shafer 222	2023-09-14	2023-10-02	Apply
Rent 120 0 Barfield 337	Not Provided	Not Provided	Rent	1	120	Barfield 337	2023-09-16	2023-10-02	Apply
Rent 60 0 Antczak 674	Not Provided	Not Provided	Rent	0	60	Antczak 674	2023-09-12	2023-10-02	Apply
Rent 30 0 Black 372	Not Provided	Not Provided	Rent	0	30	Black 372	2023-09-12	2023-10-02	Apply
Rent 100 1 Lank 842	Not Provided	Not Provided	Rent	1	100	Lank 842	2023-09-13	2023-10-02	Apply
Rent 50 1 Ering 688	Not Provided	Not Provided	Rent	1	50	Ering 688	2023-09-14	2023-10-02	Apply
Rent 120 1 Scott 762	Not Provided	Not Provided	Rent	1	120	Scott 762	2023-09-16	2023-10-02	Apply

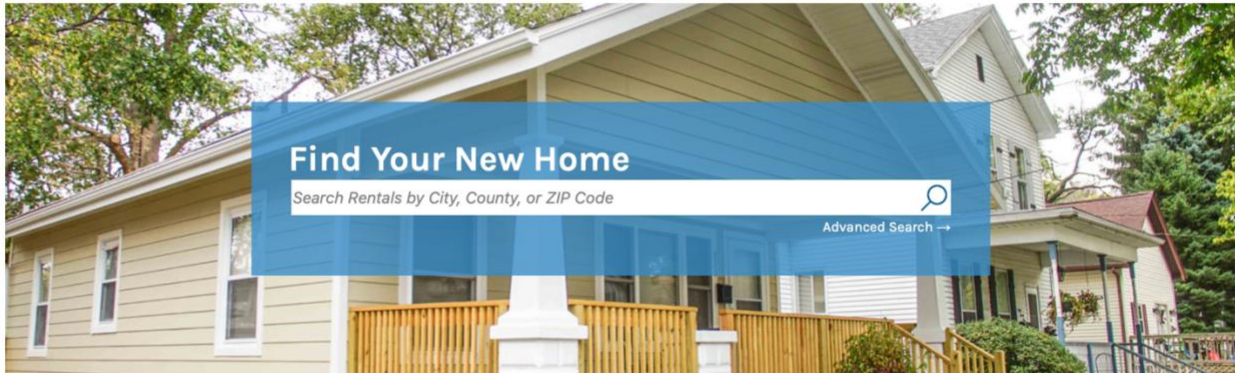
**IZ Lotteries**

Search:

Lottery Status: All

Lottery Name	IZ Property	IZ Property Address	Lottery Category	Number of Bedrooms	MFI	Unit Number	Start Date	End Date	Lottery Status
Sale 60 2 Clark 309	IZ1299	Street Test23	Sale	2	60	Clark 309	2023-09-27	2023-09-29	Closed
Rent 80% MFI 2 beds Johnson 810	IZ1299	Street Test	Rent	2	80	Johnson 810	2023-09-27	2023-10-13	Open
Rent 100% MFI 4 beds Strong 111	Kiley	Street Test23	Rent	4	100	Strong 111	2023-09-27	2023-09-29	Closed
Rent 50% MFI 2 beds Test9.28	IZ	600 4th St SW - Units 611 - Washington, DC 20024	Rent	2	50	Test9.28	2023-09-27	2023-09-28	Closed
Rent 50% MFI 0 bed Martin 484	IZ1299	Street Test	Rent	0	50	Martin 484	2023-09-26	2023-09-29	Closed
Rent 120% MFI 4 beds Johnson 703	The Tides	35 Parker Row - Washington, DC 20024	Rent	4	120	Johnson 703	2023-09-26	2023-10-11	Open
Sale 50% MFI 0 bed Ramaker 254	The Tides	35 Parker Row - Washington, DC 20024	Sale	0	50	Ramaker 254	2023-09-26	2023-10-16	Open
Rent 60% MFI 3 beds Johnson 374	The Tides	35 Parker Row - Washington, DC 20024	Rent	3	60	Johnson 374	2023-09-26	2023-10-16	Open
Sale 100 0 Ardizzone 464	Not Provided	Not Provided	Sale	0	100	Ardizzone 464	2023-09-26	2023-10-08	Open

**Branded Housing Locator Webpages:**



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Search Rentals by City, County, or ZIP Code

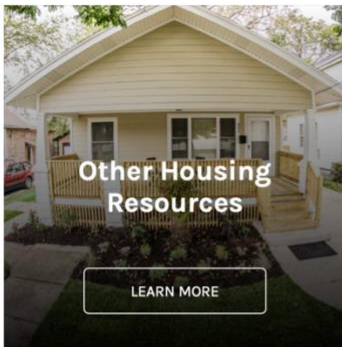


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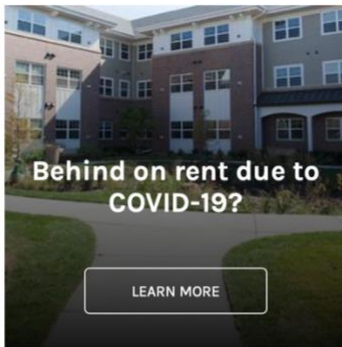
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For additional assistance, call **1.877.428.8844** (toll free) Monday-Friday 8am-7pm Central. Dial 7-1-1 for TTY.



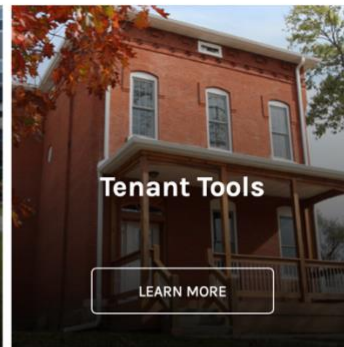
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For all information or questions regarding Indiana's Emergency Rental Assistance and other related programs, please see the [Emergency Rental Assistance](#).



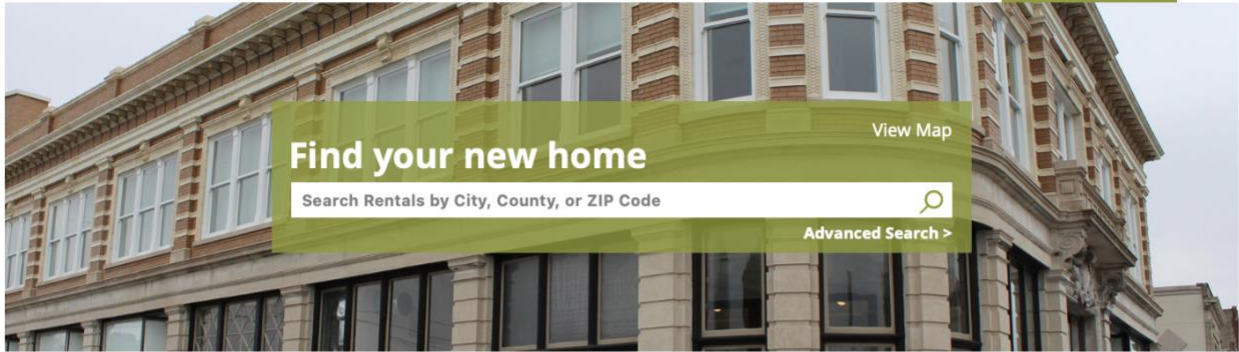
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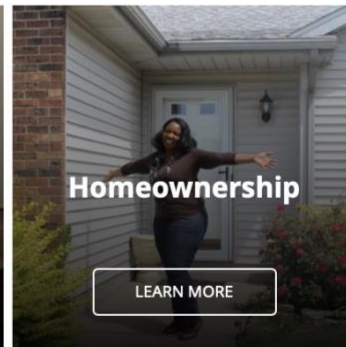
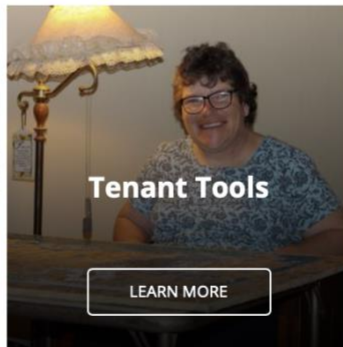
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This is a free, state online resource for renters and property managers in Indiana. The dynamic search options allow you to find affordable, accessible and market-rate housing that will fit your needs.

For additional assistance, please call **1-877-428-8844** (toll free) Monday-Friday, 8:00 am - 7:00 pm Central. Dial 7-1-1 for TTY. Dial 2-1-1 if you are in a housing crisis.



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A Free Service to List and Find Affordable Homes and Apartments across Pennsylvania



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## Welcome to PAHousingSearch.com

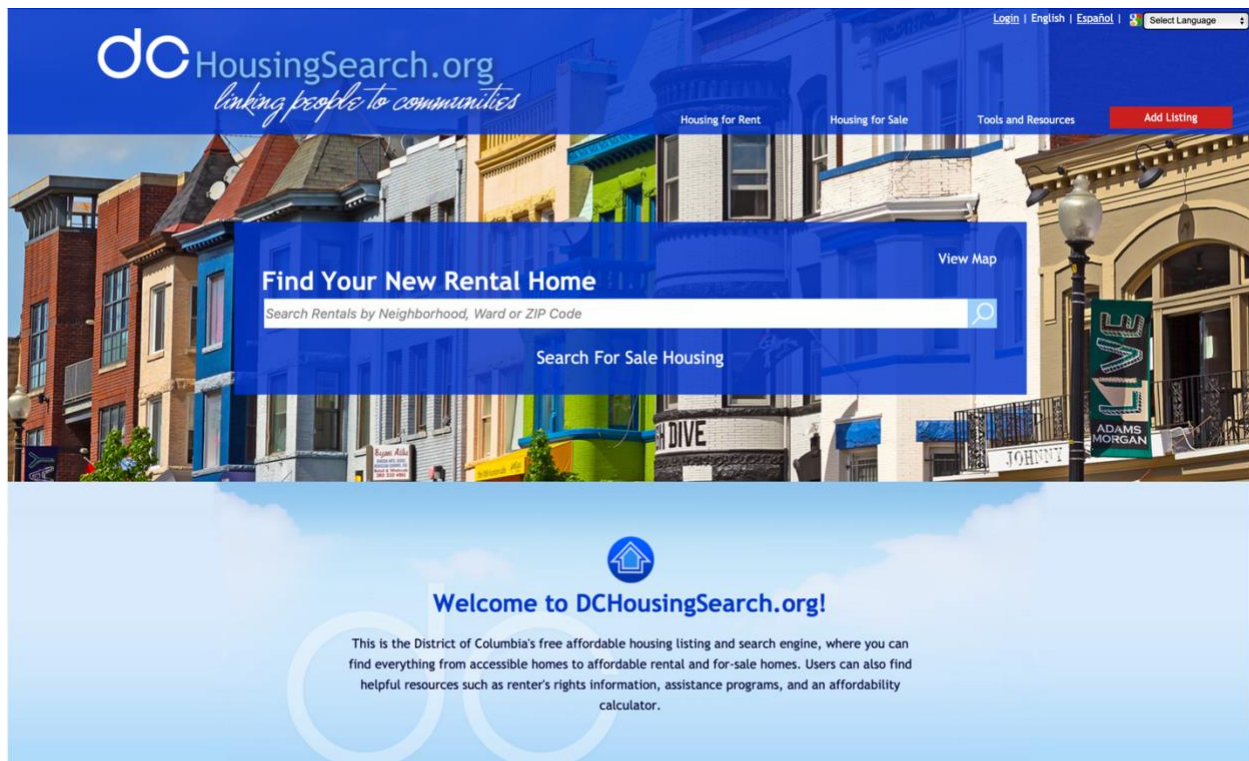
A free resource to help you find a home that fits your needs and budget. Property providers can list available apartments or homes at any time, which means our listings are current.

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"I would like you to know PAHousingSearch.com is the most reliable and trusted site that I suggest to the families I work with."

RUSSELL V., ALLENTOWN SCHOOL DISTRICT HOMELESS LIAISON



## Business Continuity Plan

The Emphasys production environment is designed to be redundant against failures. Flexential provides redundant Internet access, power, and cooling services. All mission-critical equipment, including servers and networking, exists in either a hot or cold standby configuration. In the case of a cold stand-by configuration, failover is complete within two to 60 minutes. Emphasys application databases are constantly replicated to a standby database server.

In the event of a failure of the main database server, the stand-by replica ensures that any data loss will be extremely minimal and that such a failure would typically only affect application availability for a matter of minutes. Database snapshots are taken nightly, encrypted following FIPS-140-2, and securely transmitted off-site. Semi-monthly encrypted database snapshots are retained for three years before being destroyed.

In the event of a disaster that affects the Flexential facilities, all application codes and data are available off-site. Emphasys can stand up all Housing Locator and related applications in a replicated environment at another Flexential facility within the continental United States within 72 hours of unrecoverable failure at the data center. Multiple generations of backups are kept at the

colocation facility, and we currently keep semi-monthly backups for three years. If necessary, these backups can be restored onto a backup system for purposes of investigation or partial restores within one business day. This delay does not apply to restoring backups for disaster recovery, or for urgent restorations, which can be prioritized and often completed within hours. This includes the possibility of restoring outside of normal business hours.

Emphasys' risk assessment process that covers Information Security identifies and manages risks that could potentially affect Emphasys' ability to provide reliable services to user organizations. This ongoing process requires that management identify significant risks inherent in products or services as they oversee their areas of responsibility. Emphasys identifies the underlying sources of risk, measures the impact on the organization, establishes acceptable risk tolerance levels, and implements appropriate measures to monitor and manage the risks. Risk assessment is already shared across Emphasys with knowledge experts in the appropriate roles tasked with performing risk assessment in the ecosystems they manage.

Emphasys' Information Security Policy requires that management perform monitoring activities to continuously assess the quality of internal control over time. Necessary corrective actions are taken as required to correct deviations from company policies and procedures. Employee activity and adherence to company policies and procedures are also monitored. This process is accomplished through ongoing monitoring activities, separate evaluations, or a combination of the two.

Emphasys conducts periodic internal and external vulnerability scans that encompass all networks and hosts (i.e., systems, networks, applications, databases, etc.). Emphasys system administrators use standard system software to monitor server performance and to troubleshoot any problems. We also utilize internally developed monitoring and reporting tools to log and diagnose errors and performance issues for the purpose of keeping large databases performing at optimal levels. Emphasys conducts Information security awareness training for all employees/contractors/subcontractors/service providers periodically. Emphasys partners with security awareness training companies to develop and conduct Information security awareness training periodically.

Emphasys's Access Control Policy/Procedures are in place to define access to applications, operating systems, databases, and network devices. Approval by management is required before adding any permissions to a user and vulnerability scanning is performed by an external vendor regularly in accordance with Emphasys policy. Vendors use industry-standard scanning technologies and a formal methodology specified by Emphasys. These technologies are customized to test the organization's infrastructure and software efficiently while minimizing the potential risks associated with active scanning. Retests and on-demand scans are performed on an as needed basis. Scans are performed during non-peak windows.

Emphasys's approach to developing and implementing security controls and system architecture: Foundation Server (TFS) is utilized to document the change control procedures for changes in the application and implementation of new changes. Development and testing are performed in an environment that is logically separated from the production environment. Management approves

changes prior to migration to the production environment and documents those approvals within the ticketing system.

## Attachment A: Service Level Agreement

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Support issues may be reported via telephone, voicemail 24 hours a day, or e-mail. Most support issues are received and resolved via phone or email.

Critical software errors (“bugs”) are treated with the highest priority with Emphasys developers. Patches for critical software errors are sent to the users currently using the affected version. New releases go through an alpha, beta test, then a limited release before they are made available to the entire user base. Software errors are reported to Emphasys via e-mail, website and phone. Software errors are then logged into a tracking system and categorized by critical level.

A client call tracking system is used to log support calls. Calls are listed at (1) general information inquiries, (2) Issues that do not affect general operations, (3) Issues that are affecting general operations, (4) Issues that have halted general operations. Issues are given priority depending on their severity but clients usually get a response the same day.

Severity Level	Description	Response Time	Duration
Critical	Issues that have halted general operations, client is down.	Time to respond is 1 – 2 business hours	1 Business Day >90%
High	Issues that affect general operations and there is not an acceptable workaround. Client is operational.	Time to respond is 1 business days	1 Business Days >90%
Low	Issues that do not affect general operations and there is an acceptable workaround.	Time to respond is 1 – 3 business days	1-2 Weeks >80%

For general information inquiries, responses could take up to 24 hours to receive an answer depending on call volume. The product support team has initial access to this information and they can pass information along to sales, marketing, or corporate management if necessary.

## Quality Requirements

QUALITY REQUIREMENTS		YES	NO
1.	Proposer has at least 3 years of experience working with housing program solutions, specifically with managing an affordable housing inventory, and income certification waitlist.	X	
2.	Proposer has at least 3 years of experience working with municipal clients.	X	
3.	Proposer has at established regional redundancy in terms of data resiliency.	X	
4.	Proposer can deliver SOC 2 and HIPAA compliant solutions, offering multi-factor authentication capabilities, and showcasing a robust portfolio with case studies of relevant prior work.	X	
5.	Proposer has at least 3 years of experience and a commitment to creating accessible systems in line with or surpassing WCAG Level AA and Section 508 Guidelines.	X	
6.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional diversity designations may be submitted by attaching supporting documentation.		X

## Qualifications and Experience

Emphasys Computer Solutions, Inc., dba Emphasys Software, was incorporated on May 18, 1983 as a Domestic Profit Corporation in Michigan and our current corporate headquarters are located in Pembroke Pines, FL.

Emphasys Software is a wholly owned subsidiary of Constellation Software, Inc. (CSI), a publicly held entity whose stock is traded on the Toronto Stock Exchange (TSX) under the symbol CSU. CSI is headquartered in Toronto, Canada, has offices in North America, Europe and Australia, and has over 14,000 employees and a market cap of over \$18 billion. The Emphasys Housing Locator division is headquartered in Pembroke Pines, FL with a team of twenty staff, all of whom will be involved in this engagement.

Emphasys Software's subcontractor, Expivia, is headquartered in Erie, Pennsylvania and is a 100% USA-Based Contact Center.

Emphasys Software provides business management software and services to the affordable housing sector. Emphasys Software is the largest full-service software provider exclusively serving the affordable housing marketplaces. Hundreds of agencies and tens of thousands of clients across North America rely on Emphasys' software and services. Our extensive experience in providing business management software and services to the affordable housing sector and public sector treasury demonstrates our deep understanding of the unique challenges and opportunities within your industry. Our strategically located offices across the

United States, along with a diverse and talented team of remote employees, ensure that we are positioned to provide exceptional service and support to meet your needs.

Emphasys Software’s Housing Locator Division has over 24 years of proven industry experience in creating housing locator databases and related tools including rent reasonableness, applicant prescreening processes and associated wait list activities including HUD reporting. Launched in 1999, our service is currently active in 30 states and the District of Columbia. We operate over 40 front-facing housing locator websites and have grown into the number-one national provider of affordable, accessible, specialty and disaster recovery housing locator services.

We contract with governments and organizations at the city, county, state, and federal level. Our clientele includes state housing finance agencies, state supportive-service agencies and departments, 130+ public housing authorities and countless special-needs and community groups.

Emphasys Software’s subcontractor, Expivia, provides a toll-free Call Center and 800 number staffed by English and Spanish speaking customer service representatives. A language line is also available to bolster language options for callers.

Founded in 2011, Expivia has a history of successfully supporting 2-1-1 and other housing related programs. In addition to supporting Emphasys Housing Locator, they currently work with 211-LA for the city of Los Angeles, California, and 211-United Way for the states of Oregon and Connecticut. While they handle a wide variety of call types, Expivia call center agents have been trained and are skilled in fielding calls related to homelessness and rental assistance, as well as callers struggling with abuse, food stamps, poverty, and housing for lower-income families. Expivia agents have been educated in providing callers with the appropriate resources, such as homeless shelters, housing agencies/programs, and other types of information for rental assistance.

Expivia call center staff are experienced working with a diverse client base, from “mom-n-pop” landlords to large property management companies and housing finance agencies responsible for hundreds of complexes and thousands of units. Call center staff are cross-trained, allowing them to easily transition from listing a property to assisting with locating housing and/or housing-related resources, to helping callers find safe harbor. The call center is equipped to handle a wide array of inquiries and fluctuating call volumes daily.

Expivia offers the following qualifications/experience:

- Over 30+ years contact call center experience
- ~550-person organization based in Erie, Pennsylvania
- All team members are based in the U.S.A.
- Experienced in providing 2-1-1 services for state and local clients
- Proven experience in helping to identify housing opportunity, including affordable, Section 8 vouchers and LIHTC housing
- Bilingual Spanish-speaking agents to handle Spanish-speaking customers

- Use of interpreter service for all other languages
- Strong project management expertise
- Enhanced capabilities for customer support service levels tracking and implementation, reporting and analytics
- Capability of real-time monitoring of calls for both Expivia and Emphasys staff
- Live-chat functionality to increase accessibility for all users
- Immediate problem resolution process with Emphasys Housing Locator to raise any concerns or issues
- Ongoing training for all agents
- HIPPA and PCI compliant

Additional literature and product brochures



# Waitlist and Lottery Solution

## A next-gen solution to optimize your Waitlist and Lottery programs!

- Streamline processes and eliminate inefficiencies.
- Ensure eligible households have access to opportunities.
- Operates on next-gen, user-friendly platform.
- Customizable for your programs.



Emphasys Housing Locator [EmphasysHLS.com](https://emphasysHLS.com)  
To learn more, contact [housinglocator@emphasys-software.com](mailto:housinglocator@emphasys-software.com)

### Easy, Secure Login

Access for admins, applicants, community organizations, etc.

### Customized Dashboards

View, register and verify your lotteries.

### Detailed Displays

Review all lottery status, property info, and more.

### Customized Fields

Update Lottery info at your discretion.

### Streamlined Data Imports

Save time and ensure accuracy using existing data.

### User Access Control

Create users, assign roles, and more.

### Applicant Accounts

Lottery applicants manage their info independently.

### Applicant Status

Applicants can view lottery status, property details, and more.

### Data Upload Confirmation

System alerts to confirm successful data transfers.

### Annual MFI Setting

Easy updates to ensure annual compliance.

### Electronic Signatures

Convenient and secure authentication.

### Certifications and Invitations

Generate and send important documents and notices.

Get to Know Us Better







# What is PAIR?

Prescreening, Assessment, Intake, and Referral

To learn more, contact [housinglocator@emphasys-software.com](mailto:housinglocator@emphasys-software.com)



## Prescreen for Potential Eligibility

- Open to the public or password-protected for authorized users only.
- Applicants fill out an easy-to-use form.
- Results show eligibility or reasons for ineligibility and can link to applications and more resources.



### Add Applicants to Waiting Lists

- Applications are sorted via custom-built priority criteria and re-evaluated each time applicant data is added or updated.
- Data updates dynamically across all programs in the system.



### Share Access and Track Eligibility Reviews

- Customized permissions are offered through a separate interface for organizations to verify specific eligibility requirements.
- Updates are tracked for historical record and auditing.



### Match People to Resources

- The system matches individuals to units or subsidies based on tailored criteria.
- Identify criteria such as geographic area or jurisdiction, size of unit, accessibility features, smoking preferences, pet policy, income limits, and more.



### Track Referral Process

- Record applicant progress through the referral process until an individual is placed.
- Save time with templated documents to create data-rich communications.



### Polling for Unit-Based Programs

- Surveys can be sent to property providers at set intervals to gather availability data; providers who do not respond can be reported for non-compliance.
- The live call center provides a follow-up component to verify survey and unit details as needed.



### Generate Reports

- Enjoy custom reports including user tracking, prescreening statistics, applicant and placement demographics, unit inventory, program participation and exits, and more.
- Customize reports for the metrics you need.



A solution to match people with housing resources.

Emphasys Software Housing Locator Suite [EmphasysHLS.com](http://EmphasysHLS.com)



# The Housing Locator

Maximizing access to housing information



To learn more, contact [housinglocator@emphasys-software.com](mailto:housinglocator@emphasys-software.com)

## A Searchable Database of Housing Options for All Consumers

- A powerful platform to advertise and inventory critically needed affordable, accessible, and special-needs housing.
- Custom tools let property providers easily list Tax Credit, Section 8/HCV, VASH, shared rooms, senior and assisted living, market-rate units, and much more.



### An Affirmative, Accessible Service

- ADA-compliant, multilingual web tools.
- Supported by a live, toll-free call center (English and Spanish, voice and TTY).



### Increase Your Reach

- Integrate GIS shapefile data for jurisdictions such as Opportunity Zones and Inclusionary Zoning areas.
- Secured searches and private listings, real-time homepage content control, inventory tracking alerts, landlord outreach, and more.



### Meet Program and Disaster-Recovery Goals

- Benefit from our over 20 years of experience recruiting property providers and broadcasting listings to people in need.
- Customized outcome and inventory reporting.



### Track Housing Trends

- Impressively detailed local rental-inventory data.
- Reports on user activity and other key metrics help you gauge housing gaps and demand.



### Share Resources and Helpful Tools

- Empower consumers with links to local resources and tools to calculate affordable rent and moving expenses.
- Consumers can sign up for email notifications about listings that meet their needs.



### Customize for Your Community

- Streamline the service within your existing website, or let us create a custom brand for your service.
- Incorporate search fields and information about local programs, transitional and recovery homes, homebuyer information, and more.

Get to Know Us Better



Emphasys Software Housing Locator Suite [EmphasysHLS.com](http://EmphasysHLS.com)



# RentComp

An up-to-date, tailored rent comparable database and easy-to-use rent reasonableness assessment at your fingertips!

To learn more, contact [housinglocator@emphasys-software.com](mailto:housinglocator@emphasys-software.com)

Boost your voucher programs with our simple rent reasonableness tool and professionally built rental market database supported by our experienced staff.

Emphasys RentComp data is carefully collected and maintained daily by market professionals in our call center.



## We can do the work for you!

- **Vacancy listings management** for voucher programs and project-based vacancies.
- **Web-based** for easy access from anywhere.
- Our **RentComp Support Team** is available via phone, email and chat. Monday-Friday, from 9 a.m. to 5 p.m. EST.
- Robust and **constantly refreshed** comparable data.
- View photos and **compare critical property features** and utility information.
- User-friendly, **side-by-side comparisons** with interactive mapping tools.
- **Quick forms** include printable comparisons with notes, landlord and tenant information, and signature fields for HUD documentation.
- Data contains **actual rents**, not listed rents.
- Have statewide programs in **rural areas**? Our rural RentComp system will find and generate comps for you anywhere.
- An **audit tool** tracks and verifies staff comp report history.
- Custom **Data Population** Available.
- **Housing Locator search and listing tools** can be incorporated directly into your agency websites to bolster housing opportunity for your communities.

**Comparable Units Report For 327 W 63rd Street**

Unit	Address	Property	Property 2	Property 3
Photo				
Location Name	327 W 63rd	327 W 63rd	327 W 63rd	327 W 63rd
Type	Apartment	Apartment	Apartment	Apartment
Address	327 W 63rd St	327 W 63rd St	327 W 63rd St	327 W 63rd St
City	Chicago	Chicago	Chicago	Chicago
State	IL	IL	IL	IL
Zip	60641	60641	60641	60641
Year Built	1920	1920	1920	1920
Units	100	100	100	100
Bedrooms	1	1	1	1
Bathrooms	1	1	1	1
Area	600	600	600	600
Year Renovated	2010	2010	2010	2010
Year Sold	2010	2010	2010	2010
Year Leased	2010	2010	2010	2010
Year Occupied	2010	2010	2010	2010
Year Vacant	2010	2010	2010	2010
Year Sold	2010	2010	2010	2010
Year Leased	2010	2010	2010	2010
Year Occupied	2010	2010	2010	2010
Year Vacant	2010	2010	2010	2010
Year Sold	2010	2010	2010	2010
Year Leased	2010	2010	2010	2010
Year Occupied	2010	2010	2010	2010
Year Vacant	2010	2010	2010	2010



### Do you use Emphasys Elite?

Have program-tailored comp data transferred directly into your Elite system to save time and never leave your workflow. Bring this exciting solution to your agency.

Get to Know Us Better

Emphasys Software Housing Locator Suite [EmphasysHLS.com](http://EmphasysHLS.com)

**Addendum No. 1 to RFP 24-63**

**Attachment 3**

**Phase 1 Manual Draft**

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# CITY OF SOMERVILLE CONSOLIDATED RENTAL WAITLIST MANUAL

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MAYOR'S OFFICE OF STRATEGIC COMMUNITY DEVELOPMENT (OSPCD)-  
HOUSING DIVISION

CREATED (TBD)2021

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DRAFT

## INTRODUCTION

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The Inclusionary Housing Program (IHP) consists of apartments and condominiums offered below market prices and available to eligible households through a lottery process. Inclusionary units are required in residential buildings by Somerville's Zoning Ordinance (SZO) and are provided in partnership with developers of projects which trigger this requirement. The initial Inclusionary Zoning Ordinance was effective in 1989 and since then, has been revised a number of times. Most recently on December 12, 2019 any reference to Inclusionary was removed from the ordinance while developers are still required to provide the housing the guidelines now live under section 12 Development Benefits.

This manual is meant to provide compliance guidance to Inclusionary Housing Program administrators on the operation of a Consolidated Waitlist. .

## DEFINITIONS

---

**Affordable Dwelling Unit (ADU):** A dwelling unit sold, leased, or rented at a price affordable to a specific household income. Affordable dwelling unit is abbreviated as ADU.

**Annual gross income:** The applicant household's countable income as determined by Section 8 Program rules (24 CFR 5.609 Annual Income) per year, from all sources of income (before taxes, deductions, garnishments, etc.) anticipated to be received during the coming 12-month period for all household members unless excluded by program rules.

**Applicant:** An individual applying for an inclusionary unit.

**Assets:** include but are not limited to the following: checking, savings, money market accounts, total balance of joint accounts, mutual funds, 401(K), 403(b), 457(b) Keogh, pensions, IRAs, Roth IRAs, Certificates of Deposit, Treasury bonds, stocks, securities, trust funds, custodial accounts owned by guardian for minors, real estate, rental property, property investments or other investments held by any household member, cash on hand, gifts, lump sum payments, safe deposits, digital wallet accounts (Examples: Venmo, PayPal, Zelle, Square Cash etc.) and digital currency such as Bitcoin.

**Cash on hand:** is accessible cash outside of accounts and may include cash in an applicant's wallet, under the mattress, in a safe, and any cash held at home.

**Developer:** refers to the project owner and/or the entity which the developer has contracted to carry out any or all of the tasks associated with the AFHM

### **Disability:**

(1) The term "disability" means, with respect to an individual: 1. A physical or mental impairment that substantially limits one or more major life activities of such individual; 2. A record of such an impairment; or 3. Being regarded as having such an impairment.

(2) The term "disability" as used herein shall be interpreted consistent with the definition of such term under section 504 of the Rehabilitation Act of 1973, as amended by the ADA Amendments Act of 2008. This definition does not change the definition of "disability" or "disabled person" adopted

pursuant to a HUD program statute for purposes of determining an individual's eligibility to participate in a housing program that serves a specified population. (24 C.F.R. § 5.152)

**Inclusionary Housing Program (IHP):** Consists of apartments and condominiums offered below market prices and available to income eligible households through a lottery process. Inclusionary units are required in residential buildings by Somerville's Zoning Ordinance (SZO) and are provided in partnership with developers of projects which trigger this requirement.

**Inclusionary Housing Program (IHP) Rental Waitlist:** One waitlist for all IHP apartments organized by tiered preferences and priorities within as described in this manual. This waitlist was formerly referred to as a consolidated and universal waitlist.

**Head of Household (HoH):** The primary contact for completing the application, income certification, and annual recertification. The HoH does not have to be the primary earner.

**Household:** A person(s) who will live regularly in the Inclusionary unit as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship as evidenced by previous co-habitation prior to application, or an individual. This may include children, teenagers, or adults, regardless of their ability to earn or receive income.

**Household Member:** Any individual in the household who is not the Head of Household.

**Limited English Proficiency (LEP):** Refers to an individual's limited ability to read, write, speak, or understand English.

**Lump sum payments:** include inheritances, capital gains, lottery winnings paid in one payment, cash from the sale of assets; insurance settlements; and any other amounts that are received as one-time lump sum payments.

**Lottery Agent:** A developer or Owner's designee to perform duties related to the fair housing marketing plan, lottery, and income certification.

**Restricted asset:** accounts excluded from the asset limit are Roth IRA, IRA, 401(k), 403(b), 457(b), college savings accounts and health savings accounts (HSA) accounts.

## AFFIRMATIVE FAIR HOUSING MARKETING

---

The City of Somerville has a compelling interest in creating fair and open access to affordable housing and promoting compliance with state and federal civil rights obligations. Therefore, all housing within the IHP shall have a Fair Housing Marketing and Resident Selection Plan (FHMP). The FHMP shall conform to the tenets of Affirmatively Furthering Fair Housing and apply to the full spectrum of activities that culminate with occupancy, including but not limited to means and methods of outreach and marketing through to the qualification and selection of residents. All FHMP plans must, at a minimum, meet the standards set forth by The Mayor's Office of Strategic Planning and Community Development (OSPCD) - Housing Division.

In cases where there are 8 or more ADUs created in a single development, the developer and/or its agent is responsible for marketing and determining the income eligibility qualification of potential tenants. The developer is responsible for submitting the FHMP for approval by the Housing Division,



adhering to it and paying for all of the cost of affirmative fair marketing, qualifying households and administering a lottery in case it is necessary. The developer may contract for such services provided that any such contractor must be experienced and qualified under the following standards.

## DEVELOPER STAFF AND CONTRACTOR QUALIFICATIONS

---

The developer or lottery agent must have substantial, successful prior experience in each component of the FHMP for which the party will be responsible, e.g., drafting the plan, marketing and outreach activities, administering the lottery process and/or determining eligibility under the IHP.

Developers or contractors that meet the following criteria for each component, as applicable, will be considered to be qualified to carry out the component(s) for which they are responsible:

1. The entity has successfully carried out similar FHMP responsibilities for a minimum of three (3) projects in Massachusetts or the individual with primary responsibility for the resident selection process has successfully carried out similar FHMP responsibilities for a minimum of five (5) projects in Massachusetts.
2. The entity has the capacity to address matters relating to limited English language proficiency. This shall include language access planning and providing reasonable language assistance, at no cost to the applicant, so that applicants with Limited English Proficiency (“LEP”) may meaningfully apply and access the housing opportunity. Marketing informational materials must therefore provide notice of free language assistance to applicants, translated into the languages of LEP populations anticipated to apply.
3. “Successfully” for the purposes of these Guidelines means that, with respect to both the entity and the relevant staff, (a) the prior experience has not required intervention by a Subsidizing Agency to address fair housing complaints or concerns; and (b) that within the past five (5) years, there has not been a finding or final determination against the entity or staff for violation of any state or federal fair housing law.

## FAIR HOUSING MARKETING PLAN

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### DURATION

The Developer and contractor, if any, or other delegated entity, shall review and update the FHMP at least every five (5) years, or more frequently if relevant demographics change, or as otherwise needed in order to ensure compliance with applicable law and the City’s FHMP guidelines, as may be amended from time to time.

### CONTENTS

The Developer shall prepare the following materials which shall comprise an FHMP:

1. Informational materials for applicants including a general description of the overall project that provides key information such as the number of market/affordable units, amenities, number of parking/garage spaces per unit, distribution of bedrooms by market and affordable units, accessibility, etc.

2. A description of the eligibility requirements.
3. A description of the rules for applying and the order in which applications will be processed.
4. Lottery and resident selection procedures.
5. A clear description of the preference system being used (if applicable).
6. A description of the measures that will be used to ensure affirmative fair marketing will be achieved including a description of the affirmative fair marketing and outreach methods that will be used, sample advertisements to be used, and a list of publications where ads will be placed.
7. Application materials including:
  - a. The application form.
  - b. A statement regarding the housing provider's obligation not to discriminate in the selection of applicants on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law, and such a statement must also be included in the application materials.
  - c. Information indicating that persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.
  - d. An authorization for consent to release information.

#### APPROVAL

The OSPCD-Housing Division must approve the FHMP before marketing can begin.

#### APPLICABILITY

Aside from the advertising component of the FHMP, which applies to all units, the FHMP shall be applied to affordable units upon availability for the term of affordability and must consist of actions that provide information, maximum opportunity, and otherwise attract eligible persons protected under state and federal civil rights laws that are less likely to apply.

#### OUTREACH AND MARKETING

Marketing should attract residents outside the community by extending to the regional statistical area as well as the state and must meet the following requirements:

1. Advertisements should be placed in local and regional newspapers, and newspapers that serve minority groups and other groups protected under fair housing laws. Notices should also be sent to local fair housing commissions, area churches, local and regional housing agencies, local housing authorities, civic groups, lending institutions, social service agencies, and other non-profit organizations.
2. Affordable units in the Boston Metropolitan Statistical Area (MSA) must be reported to the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing House). Such units shall be reported whenever they become available (including upon turnover).

3. Accessible units must be listed with MassAccess (see <http://www.chapa.org> or <http://www.massaccesshousingregistry.org>) whenever they become available (including upon turnover).
4. Affordable rental units, whether or not they are accessible, must also be listed with MassAccess whenever they become available (including upon turnover). Where applicable, all MassAccess data input fields relating to accessible and adaptable status and accessibility features must be completed.
5. Marketing should also be included in non-English publications based on the prevalence of particular language groups in the regional area. To determine the prevalence of a particular language by geographical area, see for example [http://www.lep.gov/demog\\_data/demog\\_data.html](http://www.lep.gov/demog_data/demog_data.html).
6. All marketing should be comparable in terms of the description of the opportunity available, regardless of the marketing type (e.g., local newspaper vs. minority newspaper). The size of the advertisements, including the content of the advertisement, as well as the dates of the advertising unless affirmative advertising occurs first, should be comparable across regional, local, and minority newspapers.
7. All advertising and marketing materials should indicate resident selection by lottery or other random selection procedure, where applicable.
8. All advertising should offer reasonable accommodations in the application process.
9. Advertisements should run a minimum of two times over a sixty-day period and be designed to attract attention. Marketing of ownership units should begin approximately six months before the expected date of project occupancy.
10. Pursuant to fair housing laws,<sup>1</sup> advertising/marketing must not indicate any preference or limitation, or otherwise discriminate based on race, color, disability, religion, sex, familial status, sexual orientation, gender identity, national origin, genetic information, ancestry, children, marital status, or public assistance reciprocity. This prohibition includes phrases such as “active adult community” and “empty nesters”. Exceptions may apply if the preference or limitation is pursuant to a lawful eligibility requirement.
11. All advertising and marketing materials portraying persons should depict members of classes of persons protected under fair housing laws, including majority and minority groups as well as persons with disabilities.
12. The Fair Housing logo and slogan (“Equal Housing Opportunity”) shall be included in all marketing materials. The logo may be obtained at HUD’s website at: <http://www.hud.gov/library/bookshelf11/hudgraphics/fheologo.cfm>.

### ADVERTISING PERIOD

Advertising and outreach efforts shall begin at least two (2) weeks prior to the application debut which starts the thirty (30) day clock. Advertising shall be in English, Portuguese, Haitian Creole, Spanish and Nepali as the top languages spoken in Somerville and must identify locations where the application can be obtained. The advertisements and other marketing materials shall include a telephone number, as well as the TTY/TTD telephone number, that persons can call to request an application by mail. Advertisements and other marketing materials cannot indicate that applicants must appear in person in order to receive or submit applications or that they will be have an advantage over applicants who do not appear in person.

### INFORMATIONAL SESSION

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<sup>1</sup> 13 42 U.S.C. § 3604(c); M.G.L. c. 151B, § 4(7B).

At the time of initial marketing, the lottery administrator must offer one or more informational meetings for potential applicants to educate them about the lottery process and the housing development. These meetings may include local officials and developers. The date, time, and location of these meetings shall be published in ads and flyers that publicize the availability of lottery applications.

The information sessions shall be held in a municipal building, school, library, public meeting room or other accessible space. Meetings shall be held in the evening or on weekend days in order to reach as many potential applicants as possible. However, attendance at a meeting shall not be mandatory for participation in a lottery.

The purpose of the meeting is to answer questions that are commonly asked by lottery applicants. The Housing Division will welcome the participants and describe the municipality's role in the affordable housing development. The lottery administrator will then explain the information requested on the application and answer questions about the lottery drawing process. The Developer should be present to describe the development and to answer specific questions about the affordable units. At the meeting, the lottery administrator should provide complete application materials to potential applicants.

## PREFERENCES

Advertising should not have a discouraging effect on eligible applicants. As such, local residency preferences must not be advertised as they may discourage non-local potential applicants.

The local preferences must not disproportionately delay or otherwise deny admission of non-local residents that are protected under state and federal civil rights laws. The FHMP should demonstrate what efforts will be taken to prevent a disparate impact or discriminatory effect. For example, the community may move minority applicants into the local selection pool to ensure it reflects the racial/ethnic balance of the HUD defined Metropolitan Statistical Area ("MSA") as described below.

The local selection preferences must not disproportionately delay or otherwise deny admission of non-local residents that are protected under state and federal civil rights laws. The FHMP should demonstrate what efforts will be taken to prevent a disparate impact or discriminatory effect. For example, the community may move minority applicants into the local selection pool to ensure it reflects the racial/ethnic balance of the HUD defined Metropolitan Statistical Area ("MSA") as described below.<sup>2</sup> However, such a protective measure may not be sufficient as it is race/ethnicity specific; the FHMP must address other classes of persons protected under fair housing laws who may be negatively affected by the local preference. For instance, a preference solely based on employment in the municipality may have a disparate impact on the elderly or some persons with disabilities. In such instance, an applicant residing in the community who is age 62 or older or is a person with a disability must be given the benefit of the employment preference.

## HOUSEHOLD SIZE PREFERENCES

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<sup>2</sup> This protective measure may not be dispositive with respect to discriminatory effects. For example, the non-local applicant pool may contain a disproportionately large percentage of minorities, and therefore adjusting the local preference pool to reflect demographics of the regional area may not sufficiently address the discriminatory effect that the local preference has on minority applicants. Therefore, characteristics of the non-local applicant pool should continually be evaluated.

Lottery drawings shall result in each applicant being given a ranking among other applicants with households receiving preference for units based on the above criteria below.

1. *FIRST PREFERENCE* within an applicant pool first preference shall be given to households requiring the total number of bedrooms in the unit based on the following criteria:
  - a) There is at least one occupant per bedroom.<sup>3</sup>
  - b) A married couple, a couple in a domestic partnership, or those in a similar living arrangement shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
  - c) A person described in the first sentence of (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
  - d) A household may count an unborn child as a household member. The household must submit proof of pregnancy with the income certification application.
  - e) If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.
2. *SECOND PREFERENCE* within an applicant pool second preference shall be given to households requiring the number of bedrooms in the unit minus one, based on the above criteria.
3. *THIRD PREFERENCE* within an applicant pool second preference shall be given to households requiring the number of bedrooms in the unit minus one, based on the above criteria.

#### ACCESSIBLE UNITS/UNITS WITH ADAPTIVE FEATURES; REASONABLE ACCOMODATIONS

If the project includes units that are fully accessible, or units that have adaptive features (also commonly referred to as “adaptable” units), for occupancy by persons with mobility impairments or hearing, vision or other sensory impairments, first preference (regardless of applicant pool) for those units shall be given to persons with disabilities who need such units, including single person households, in conformity with state and federal civil rights laws. This preference applies to fully accessible units (e.g., in projects in which 5% of the total units are to be wheelchair accessible and 2% are to be communications accessible in accordance with applicable accessibility standards).<sup>4</sup> In projects that do not have such units but that have units with adaptive features<sup>5</sup> for persons with mobility impairments and/or hearing, vision or other sensory impairments, this preference also applies to the units with adaptive features; however, such a preference is not required to exceed 5% (mobility) or 2% (sensory) of the total units under these guidelines.

Fulfilling the obligation for providing a first preference, as described above, does not limit an owner’s fair housing obligations with respect to persons with disabilities. When a person with a disability is the next eligible applicant and the development contains available units with adaptive features, the applicant must be made aware of such availability and of the owner’s obligation to adapt the unit as needed.

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<sup>3</sup> Households with disabilities must not be excluded from a preference for a larger unit based on household size if such larger unit is needed as a reasonable accommodation.

<sup>4</sup> e.g., Massachusetts Architectural Access Board (MAAB) (“Group 2 units”), Uniform Federal Accessibility Standards (UFAS), and 2010 ADA Standards.

<sup>5</sup> e.g., in accordance with the Fair Housing Act Guidelines and MAAB (“Group 1 units”) standards.

The owner also has obligations to make reasonable accommodations such as granting the request for an appropriately sized first floor unit.

## INITIAL APPLICATION AND LOTTERY PROCESS

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### APPLICATION PERIOD

The initial open application period should be at least sixty (60) days beginning with the first day the lottery is available and ending with the deadline date. To ensure the fairness of the application process, applicants shall be permitted to deliver application materials and instead must be permitted to mail them or submit by alternative means such as fax or e-mail. Applicants will be able to call extension 2566 or email [inclusionary@somervillema.gov](mailto:inclusionary@somervillema.gov) to request an application be mailed or electronically mailed to them.

Reasonable accommodations will be made to assist all interested persons with disabilities with the application process. Verbal interpretation services will also be available for households with Limited English Proficiency (LEP). Important Applicant and Resident correspondence will also include the following LEP statement in several languages: Please contact \_\_\_--Relay: 711 and we will be happy to provide free language assistance. Applicants who complete and submit their application by the specified deadline and who per their self-certification as documented on the application meet the eligibility criteria will be included in the lottery.

### APPLICATION CONTENTS AND VERIFICATION

The lottery application will address a household's income, assets, size and composition, desired unit size, and eligibility for preferences, need for reasonable accommodation or accessible unit.

**Only applicants who meet the applicable eligibility requirements shall be entered into a lottery.** Applicants who are determined ineligible must be notified in writing with the reason(s) for the determination and the appeals policy.

Applicants will be permitted to self-certify to eligibility to be included in the lottery. Only applicants who meet the preliminary eligibility requirements shall be entered into the lottery. Any application that has been rejected must be notified in writing with the reason for rejection and the appeals policy. An applicant who is in the appeal process at the time of the lottery, will be added to the lottery and assigned a lottery number.

### LOTTERY PROCEDURE

An electronic system will not be used to randomly select a placement number and form the Consolidated Rental Waitlist.

Once all required information has been received, and preliminary eligibility has been determined, based on the information provided on the application via self-certification, the Housing Division or the developer's agent will send a written response stating applicant's unique identifier and including the pool(s) they can expect to participate in. Notices with unique identifiers will be emailed out to participating households at least fourteen (14) business days ahead of the lottery.

After the lottery has taken place, all applicants will be notified in writing as to their lottery number. The written notice will be sent via email unless an email address was not provided on the

application in which case it would be sent via USPS. Only applicants who meet the preliminary eligibility requirements shall be entered into the lottery.

Ballots with unique identifiers are placed in the bingo wheel and organized by preference and priority to participate in the lottery.

The lottery shall be held at a public, wheelchair accessible location and available on-line. The unique identifiers are assigned a lottery number in the order in which they are drawn from the bingo wheel. The lottery numbers make up the IHP waitlist.

After the lottery has taken place, the lottery numbers will be posted online, and all applicants will be contacted within fourteen (14) business days informing them of where their placement is on the lottery list. Applicants are asked to notify the Housing Division or the lottery agent of any changes to their mailing address or other contact information. Applicants will also be asked to notify management if they are no longer interested. Upon receipt of such notice, agent will send a written response confirming receipt and removal of their application from the waitlist. Note, these notices may be sent via email with a clear subject line and high priority or via USPS.

#### DEPOSITS/FEEES

Deposits and fees are prohibited. Successful lottery participants cannot be required to pay any fee or deposit to hold a unit pending construction completion nor can applicants be required to pay any form of fee or deposit to be placed on the waitlist.

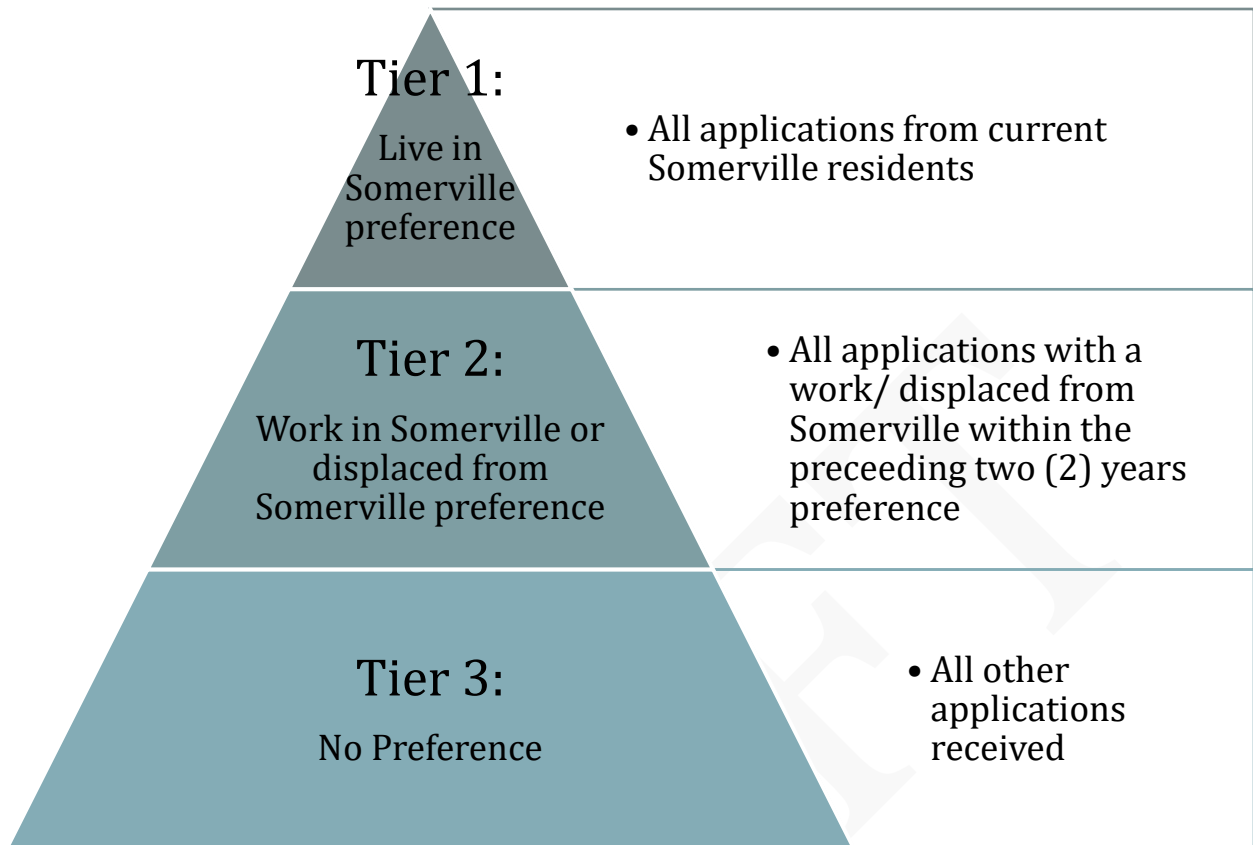
### OVERVIEW OF TIERS, PREFERENCES AND PRIORITIES

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The Inclusionary Housing Rental Program (IHRP) offers three (3) ranked tiers; applications with a preference will be placed in the first two (2) tiers and these applications will be processed for eligibility and suitability above those in tier 3: those without a preference.

A preference and/or priority does not guarantee an apartment, it only allows the application to be processed for eligibility and suitability purposes ahead of those without a preference and priority as apartments become available. Tiers, preferences, and priorities are used to organize lottery pools to create an initial waitlist using objective methods; and such preferences and priorities will be verified when the application is processed for move-in to ensure the applicant still qualifies for the preference/priority status.

To be eligible for a preference and/or priority for entry into a lottery the applicant must indicate the preference and/or priority on their lottery application prior to the lottery deadline date. Applicants indicating a preference and/or priority must satisfy the eligibility and verification requirement(s) on the date they are screened for eligibility and suitability (the documentation must be dated within 120 days). This happens at the time an apartment becomes available and in order by tier, priority and number drawn during the lottery according to unit type and income restriction. If acceptable proof/documentation is not provided at this time in accordance with the requirements in these guidelines the household may not be eligible to move forward with the apartment. If found ineligible for the preference, the applicant will remain on the waitlist and be moved to the applicable tier.



*Note: Applicants who intentionally misrepresent information related to eligibility, priority or preference for admission, housing history, allowances, household composition or rent will be rejected.*

#### **TIER 1: PREFERENCE FOR APPLICANTS CURRENTLY LIVING IN SOMERVILLE**

Given the limited amount of affordable housing available and the growing demand for it, the OSPCD's Housing Division has adopted a policy of providing the first preference to current Somerville residents. Applications that satisfy the definition of one (1) member who is a current resident of Somerville will be selected from the waitlist list to be processed for eligibility and suitability for an available apartment prior to any applicant who is not a Somerville resident.

#### **ELIGIBILITY**

Applicants with at least one (1) member who currently resides within Somerville city limits may be eligible for a Tier 1- Live in Somerville preference. To be considered to be living in Somerville, housing arrangements must be intended to be permanent and not temporary in nature. However, if an applicant is temporarily living in Somerville and the applicant's last permanent residence was in Somerville the applicant shall still be considered a Somerville resident and eligible for this preference.

Applicants who are homeless and living in Somerville or are living in a Somerville shelter or transitional facility at the time of lottery application and were later relocated by the Department of Transitional Assistance (DTA) and/or service provider to a facility outside of Somerville since the



time they submitted their lottery application will still be considered a resident of Somerville and may be eligible for a Tier 1 Live in Somerville preference. and a homeless priority.

Applicants homeless outside of Somerville but with one (1) or more children who attend the Somerville Public Schools (SPS) or Somerville charter schools including but not limited to Prospect Hill Academy Upper Elementary Campus and Somerville Charter School may be eligible for a Tier 1 Live in Somerville preference and a homeless priority.

#### DOCUMENTATION

To be considered eligible for a Tier 1 Live in Somerville preference, at least one (1) member of the household must provide one (1) of the following documents to establish current Somerville residency within fourteen (14) business days from the date it is requested by the City of Somerville (or it's Agent) for eligibility and suitability screening:

The following must be dated within one hundred and twenty (120) days of the date of request by the City of Somerville/Agent:

- Cell phone bill
- Cable bill
- Internet bill
- Gas bill
- Oil bill
- Electric bill
- Water bill
- Bank statement
- Public benefits letter (e.g. SSI, SSP, Medical, TAFDC, Unemployment, etc.)
- Notarized letter from landlord confirming applicant tenancy with the owner's proof of ownership
- Notarized letter signed under the pains and penalties of perjury from lease holder verifying sub-tenancy and including lease
- Car insurance invoice/statement
- Letter from Shelter confirming the household is homeless

The following must be dated within one (1) year of the date of request by the City of Somerville/Agent:

- Voter registration

- Renter insurance
- Current signed lease within the year
- School record for child/children (under 18 years of age) with current address
- Section 8/or other rental voucher program rent share letter or agreement
- A letter from a SPS or a charter school in Somerville denying one or more children a transportation request for the current school year
- Letter or school transcript from SPS or a charter school in Somerville

All documentation provided to establish an applicant's residency must list the household member's full name, current address in Somerville, and be dated within the last one hundred and twenty (120) days from the time a household is contacted by the Housing Division or its Agent to be screened for eligibility and suitability (unless otherwise stated above). All pages of the bill/document must be included.

## **TIER 2: PREFERENCE FOR APPLICANTS CURRENTLY WORKING IN SOMERVILLE AND/OR THOSE DISPLACED FROM SOMERVILLE WITHIN THE LAST TWO (2) YEARS**

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The second tier serves applicants who currently work twenty (20) hours or more per week in Somerville and those who previously lived in Somerville and were displaced with the two (2) years preceding the date of receipt (date and time stamped) of a complete application by OSPCD's Housing Division or its agent. Both preferences within this tier are co-equal. The displacement preference was added as recommended by the Sustainable Working Group (SNWG) Report published in 2015, stating that according to Somerville Public School data 64% of student households were below the 50% AMI. The Work in Somerville preference has been a longstanding preference updated to include households working a minimum of twenty (20) hours in Somerville and moved to Tier 2 for apartments.

Applications in this second tier will only be processed for eligibility and suitability once the Tier 1 list has been exhausted and apartments become available.

### **ELIGIBILITY FOR WORK IN SOMERVILLE PREFERENCE**

Applicants with at least one (1) household member with employment located within Somerville city limits, and such employment constitutes at minimum twenty (20) hours per week.

Eligibility for a Tier 2 Work in Somerville preference includes:

- municipal employees (such as teachers, janitors, firefighters, police officers, librarians, city hall employees etc.),
- employees of businesses; And
- employees of organizations.

*NOTE: Tufts University employees who are documented as working in buildings located within Somerville for a minimum of twenty (20) hours per week may be eligible. Home health care aides who spend twenty (20) hours or more per week with clients in Somerville may be eligible. Those who have*

*been hired to work in Somerville twenty (20) hours or more per week are also eligible for a Tier 2 Work in Somerville preference.*

Persons who work at Tufts University in a building located in Medford, out of a co-working space, for a Somerville employer with offices outside of the Somerville city limits or who have offices in Somerville but do not require the employee to work in Somerville are not eligible for this preference. If the applicant does not have a fixed place of employment (e.g., delivery personnel, repair persons, or has the capacity to work remotely), and does not spend at minimum twenty (20) documented hours working at a Somerville location, they are not eligible for this preference. Those employed by Uber, Lyft or such services who cannot establish a minimum of twenty (20) hours per week spent working in Somerville are not eligible for this preference.

#### DOCUMENTATION FOR WORK IN SOMERVILLE PREFERENCE

To be considered eligible for a Tier 2 Work in Somerville preference, at least one (1) member of the household must establish employment in Somerville for a minimum of twenty (20) hours per with one of the following documents listed below:

- Paystubs covering two (2) months of pay periods
- Email from employer to employee's email address verifying weekly employment hours and address of location where employee will be working
- Signed letter from employer on letterhead verifying employment hours and address of location where employee will be working
- Verification of ownership of business and notarized affidavit
- Offer letter or contract on employer letterhead with start date

All documentation provided to establish an applicant's employment must list the household member's full name, employment address in Somerville, a minimum of twenty (20) hours worked per week in Somerville and be dated within the last one hundred and twenty (120) days from the time the applicant is contacted by the Housing Division or its Agent to be screen for eligibility and suitability. All pages of the document must be included where one of the above documents does not include all of the necessary information the applicant must supply supporting documentation. Documentation must be provided within fourteen (14) business days from the date the applicant is contacted to be screened. If the requested information is not established in the documentation provided by the applicant, the applicant may be required to submit further documentation. For example, where paystubs may not disclose the Somerville location and only a store number for example, the applicant must supply a printout of store number with address or an email/letter from the employer to verify the applicant's employment location.

#### ELIGIBILITY FOR DISPLACED FROM SOMERVILLE PREFERENCE

Applicants with at least one (1) household member who has been displaced from the city of Somerville within the two (2) years preceding the date of receipt (date and time stamped) of a complete application by OSPCD's Housing Division or its Agent once an apartment becomes available and they are contacted to screen for eligibility and suitability.

## DOCUMENTATION FOR DISPLACED FROM SOMERVILLE PREFERENCE

To be considered eligible for a Tier 2 Displaced from Somerville preference, at least one (1) member of the household must provide one (1) the following documents to establish Somerville residency within the preceding two (2) years from the time of eligibility and suitability screening:

- Cell phone bill
- Cable bill
- Internet bill
- Gas bill
- Oil bill
- Electric bill
- Water bill
- Bank statement
- Renters insurance bill
- Car insurance bill
- Public benefits letter (e.g., SSI, SSP, Medical, TAFDC, Unemployment, etc.)
- Expired signed lease
- Notarized letter from landlord confirming applicant tenancy with proof of ownership
- Notarized letter from lease holder verifying sub-tenancy and including lease
- School record for child/children (under 18 years of age) with address
- Section 8/or other rental voucher program rent share letter or agreement
- No fault notice to quit
- No fault notice of lease non-renewal
- Inspectional Services Department(ISD)- Health Division letter acknowledging unit deemed uninhabitable

All documentation provided to establish an applicant's employment must list the household member's full name, address in Somerville, and be dated within the last two (2) years from the time the applicant is contacted by the Housing Division or it's Agent to be screen for eligibility and suitability. All pages of the document must be included where one of the above documents does not include all of the necessary information the applicant must supply supporting documentation. Documentation must be provided within fourteen (14) business days from the date the applicant is contacted to be screened. If the requested information is not established in the documentation the applicant may be required to submit further documentation.

Note: Where an applicant has been displaced for more than two (2) years by the time they are contacted to be screened for eligibility and suitability they will no longer be eligible for this preference. If they subsequently moved to Somerville, they would move to Tier 1, if they moved out of Somerville and do not work in Somerville, they would be moved to Tier 3.

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### TIER 3: ALL OTHER APPLICATIONS WITHOUT A PREFERENCE

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All other applications that do not meet the requirements of Tiers one (1) and two (2) listed above will be processed for eligibility and suitability ONLY when the tiers one and two lists have been exhausted.

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### OVERVIEW OF PRIORITIES

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Applicants facing a documented and urgent housing need may be eligible for a priority within all three (3) tiers. All priorities are co-equal within each tier, applications with a priority will be processed for eligibility and suitability purposes for an available apartment before those without a priority within each tier. Applications establishing more than one priority will not be given a higher priority as preferences are not aggregated.

Co-equal priorities within each tier include the following;

- Currently homeless
- Experiencing domestic violence
- At risk of imminent displacement
- Required by the Inspectional Services Department (ISD) to vacate current apartment due to uninhabitable conditions
- Need for a mobility accessible, adaptable or vision/hearing impaired unit
- Has a mobile voucher

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### CO-EQUAL PRIORITIES UNDER ALL TIERS

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#### ELIGIBILITY FOR HOMELESS PRIORITY

An applicant who lacks a fixed, regular and adequate nighttime residence which includes sleeping in a public place, a car, abandoned building, bus or train station or campground. An applicant living in a shelter supported by governmental or charitable programs including congregate shelters, domestic violence shelters, hotels and transitional housing. An applicant who has been couch surfing on more than one couch over the past month.

#### DOCUMENTATION FOR HOMELESS PRIORITY

To establish a homeless priority under any of the tiers the applicant must provide one (1) of the following documents within fourteen (14) business days from the time the applicant is notified for eligibility and suitability screening:

- Letter or email from a case manager, outreach team, law enforcement or homeless shelter attesting to the fact that the applicant is homeless and identifying location.

Letters or emails must be signed, dated on official letterhead from an agency that provides health, mental health or housing services to the homeless. Letters must be dated within the sixty (60) days from the date they submit a complete application.

### ELIGIBILITY FOR DOMESTIC VIOLENCE PRIORITY

An applicant who is experiencing domestic violence or has been displaced due to domestic violence may be eligible for a priority status under any of the tiers. However, only if displaced due to domestic violence and the applicant has not been permanently rehoused. According to the Violence Against Women Act (VAWA) Domestic Violence is defined as:

(i) A felony or misdemeanor crime of violence committed-

- (A) By a current or former spouse or intimate partner of the victim;
- (B) By a person with whom the victim shares a child in common;
- (C) By a person who is cohabitating with, or has cohabitated with, the victim or intimate partner;
- (D) By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or
- (E) By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

### DOCUMENTATION FOR DOMESTIC VIOLENCE PRIORITY

Two (2) forms of verification are required to satisfy this priority status and may include any two (2) of the following documents:

- A copy of a valid protection order under chapter 209A or 258E obtained by the applicant or member of the household;
- A record from a federal, state or local court or law enforcement of an act of domestic violence and the name of the perpetrator;
- A written verification from any other qualified third party to whom the applicant reported the domestic violence. The following are examples:
  - A law enforcement professional including, but not limited to, a police officer, district attorney, assistant district attorney, a victim-witness advocate, probation or parole officer;
  - An employee of the Victims Services Unit of the department of criminal justice information services; an application assistant in the address confidentiality program of the state secretary; a licensed medical care provider; an employee of the department of children and families or the department of transitional assistance charged with providing direct service to clients, or a manager or designated domestic violence or abuse advocate within either department; an active licensed social worker;
  - A licensed mental health professional; a sexual assault counselor; **or**
  - A domestic violence victims' counselor.

Such verification when provided by a third-party shall include the name of the organization, agency, clinic or professional service provider and establish the applicant is a survivor of domestic violence, and if displaced as a result of Domestic Violence include the connection between the Domestic Violence and such displacement. This may need to include the date or timespan of the domestic violence and the name of the perpetrator to confirm the nexus between the Domestic Violence and the displacement. The verification must be dated within one hundred and twenty (120) days from the date the applicant submits a complete application for eligibility and suitability screening.

- Documentation of the connection between the Domestic Violence and current displacement may be obtained from a written verification from any other qualified third party to whom the applicant reported the domestic violence; **and/or**
- Self-certification by any adult victim who has the capacity to do so under penalty of perjury that the person is experiencing Domestic Violence, and/or was displaced as a result of Domestic Violence. If this person was displaced, the self-certification must include the connection between the Domestic Violence and such displacement. Such self-certification shall include that the perpetrator is not a member of the applicant's household and will not be at move-in.

Note: To qualify for this priority-

1. The perpetrator may not be a member of the applicant household at move in.
2. The applicant may not qualify for this priority if, at the time of application or at the time of waiting list update or move-in, the applicant has already been permanently rehoused. If applicant has been permanently re-housed, preference only applies if applicant is currently paying 50% or more of their monthly gross income toward rent and utilities. In such cases, the applicant is not eligible for a Domestic Violence Priority but rather an Imminent Displacement Priority (which is equally weighted with the Domestic Violence Priority).

#### ELIGIBILITY FOR IMMINENT DISPLACEMENT PRIORITY

An applicant who has not been evicted by Court-order but whose property owner has notified them to vacate their apartment through no fault of their own, unrelated to a rent increase, and who has or will vacate the apartment within the next six (6) months may be eligible for an imminent displacement priority status within each tier.

#### DOCUMENTATION FOR IMMINENT DISPLACEMENT PRIORITY

The following forms of verification are required to satisfy the imminent displacement priority status:

- No fault notice to quit or a no-fault notice of lease non-renewal; or
- A current summary process action pending for no-fault reason or for non-payment where rent and utilities are 50% or more of the household's gross income; or
- Where a judgement has been entered against the tenant whether or not the execution of a judgement has been stayed.

- For youth aging out of foster care a letter from a Department of Children and Families (DCF) social worker or a letter from a foster parent and copy of the foster parent license

An applicant who is transitioning out of the foster care system may be eligible for an imminent displacement priority with appropriate verification. The letter must have the applicant's full name and date of expected transition out of foster care. To establish a youth transitioning out of foster care priority the household must provide one of the above listed documents within fourteen (14) days from the date they are notified to be screened for suitability by the Housing Division or its Agent establishing the applicant will age out of foster care within the next six (6) months. To establish an imminent displacement priority the household must provide one of the above listed documents within fourteen (14) days from the date they are notified to be screened for suitability by the Housing Division or its Agent establishing that displacement is anticipated within the next six (6) months.

### ELIGIBILITY FOR VOUCHER HOLDERS

An applicant who has access to a mobile voucher including but not limited to Section 8 also known as the Housing Choice Voucher Program (HCVP), PASS, Massachusetts Rental Voucher Program (MRVP), Veterans Affairs Supportive Housing (VASH), Family Unification Voucher (FUP), Family Unification- Aging Out of Foster Care Program (FUP\_AOP), Youth Transition to Success Program (YTTSP) and Alternative Housing Voucher Program (AHVP).

Applicants with a mobile voucher will be placed in the lottery pool which corresponds with their income. The Housing Division reserves the right to accept reasonable accommodation requests from voucher holders who may need a unique feature or amenity of a unit that does not correspond with their income.

### DOCUMENTATION FOR A VOUCHER PRIORITY

The following forms of verification are required to satisfy the voucher priority:

- A copy of a current voucher
- A rent share letter

### WAITLIST MAINTENANCE

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Applications for the Consolidated Waitlist will be accepted on a rolling basis. Once a household submits an initial application they will be entered into initial housing lotteries that matches the appropriate bedroom size and income pool. After the initial lottery, waiting lists should be analyzed, maintained, and updated (through additional marketing) if/when open so that they remain consistent with the objectives of the housing program and are adequately representative of the racial, ethnic, and other characteristics of potential applicants in the housing market region.

Keeping the waiting list as up to date as possible will help reduce errors and minimize the administrative resources expended on processing information regarding applicants who are ineligible or are no longer interested in residing in a unit which the waiting list is used to fill.



The waitlist be updated annually or every two (2) years.

- To contact the Housing Division or lottery agent if information impacting their placement on the waiting list changes, including changes to unit size/type needed, eligibility for a preference or priority.
- To contact the Housing Division or lottery agent if applicant's contact info (mailing address email address and/or phone number) has changed.

Prior to removing an applicant's name from the waiting list, the Housing Division or lottery agent shall send written notice of the action, or notice in requested alternate format, to the applicant, at the applicant's address of record, or to any person designated by the applicant to receive a copy of such notices as a form of reasonable accommodation.

If an applicant is removed from the waiting list, and subsequently the Housing Division or lottery agent determines that an error was made in removing the applicant (e.g., the incorrect address was used in sending mail to the applicant, the applicant did not respond to information or updates because of a disability or domestic violence, dating violence, sexual assault, or stalking), the applicant must be reinstated at the original place on the waiting list.

In the event that changes are made to the priorities and preferences, changes will be advertised.

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## DETERMINING ELIGIBILITY

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Minimum household standards shall be established and shall conform to the following requirements. A “**household**” shall be defined as a person(s) who will live regularly in the Inclusionary apartment as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a relationship as evidenced by previous co-habitation prior to application, or an individual. This may include children, teenagers, or adults, regardless of their ability to earn or receive income.

An applicant must disclose their household size and list all household members in their initial application. All adult householders must sign application and forms including adult children. The applicant may update their household size as changes take place while on the waitlist. If an applicant is selected for an Inclusionary apartment, they must confirm their household composition during the income certification process to ensure the household size is appropriate for the available unit.

Household size shall not exceed, nor may maximum allowable household size be more restrictive than, State Sanitary Code requirements for occupancy of a unit (See 105 CMR 400).<sup>6</sup>

### APPLICATION RESTRICTIONS

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A household may only submit one application for the Inclusionary Rental Waitlist. Multiple members of the same household may **not** submit more than one application per lottery. For example, a married couple cannot submit two (2) separate applications for the same household. Individuals may not submit applications with more than one household. For example, a son cannot submit an application with his mother and a second separate application with a friend.

### CHANGES IN HOUSEHOLD COMPOSITION

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Changes between application and certification must be disclosed at time of income certification. At income certification the household must confirm composition for the following 12 months.

### OCCUPANCY STANDARDS

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In order to make the best use of limited affordable housing resources, household size should be appropriate for the number of bedrooms in the home. These occupancy standards serve to prevent the over or underutilization of units and are designed to make sure that housing assistance is efficiently used. The following standards are also designed to ensure that applicants and tenants are treated fairly and permit the greatest flexibility in regard to a household making determinations that are appropriate to their own household in regard to their own composition.

### MINIMUM HOUSEHOLD REQUIREMENTS

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Minimum household standards shall conform to the following requirements.

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<sup>6</sup> Note, however, that fair housing exceptions may apply: see HUD Fair Housing Enforcement—Occupancy Standards Notice of Statement of Policy, Docket No. FR-4405-N-01 (1998).

A. Eligible households are those who require the total number of bedrooms in the unit based on the following criteria:

- (1) There is at least one occupant per bedroom. (NOTE: Households with disabilities must not be excluded from a preference for a larger unit based on household size if such larger unit is needed as a reasonable accommodation.)
- (2) A couple, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
- (3) A person described in the first sentence of (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the agent receives reliable medical documentation as to such impact of sharing.
- (4) A household may count an unborn child as a household member. The household must self-certify in the pre-application/application there is an unborn child and the anticipated due date of the child.
- (5) If the applicant is in the process of a divorce or legal separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application. (Documentation may include court documents or an affidavit of estrangement.) In cases involving domestic violence, the applicant shall not be required to provide any documentation which the applicant believes places them in danger.

#### MAXIMUM HOUSEHOLD SIZE

Household size shall not exceed, nor may maximum allowable household size be more restrictive than, State Sanitary Code requirements for occupancy of a unit (See 105 CMR 400). Note, however, that fair housing exceptions may apply see HUD Fair Housing Enforcement—Occupancy Standards Notice of Statement of Policy, Docket No. FR-4405-N-01 (1998).

A. Household size must comply with unit size based on the current State Sanitary Code Minimum Square Footage Requirements or any applicable Federal regulations or requirements. (See Massachusetts State Sanitary Code Minimum Square Footage Requirements below.)

NOTE: Acceptance of a unit at maximum occupancy does not give the tenant the right to claim overcrowded conditions and request a transfer to a larger unit, unless the household size changes.

Massachusetts State Sanitary code Minimum Square Footage Requirements (Refer to local city codes. Adherence to the strictest guidelines is mandated.)

No. Occupants	S.F. Per Bedroom	Total Habitable Area
1	70 sq. ft.	150 sq. ft.
2	100 sq. ft.	250 sq. ft.
3	150 sq. ft.	350 sq. ft.

Square footage excludes bathrooms, connecting hallways, closets and laundry rooms.

B. Topics Related to Occupancy Standards

- If a household, based on the number of members, would qualify for more than one-unit size, the owner must allow the household to choose which unit size they prefer.
- Social judgments will not be made regarding a household's sleeping arrangements.
- Otherwise eligible households with children may not be excluded from this property.

To determine the size of unit that would be appropriate, the owner will count all full-time members of the family and all anticipated children.

If a household has documentation of a current/existing foster relationship (with foster child or foster adult) or has documentation of a pending definitive placement with specified placement date, the foster member is treated as a family member for the purposes of determining unit size and such foster member shall be counted for unit size/occupancy standards purposes.

Children to be counted includes the following:

- children expected to be born to a pregnant woman;
  - children in the process of being adopted by an adult household member;
  - children whose custody is being obtained by an adult household member;
  - foster children who will reside in the unit;
  - children who are temporarily in a foster home who will return to the household;
  - children in joint custody arrangements who are present in the household 50% or more of the time; and
  - children away at school and who live at home during recess, provided they have not established residency at another address or location as evidenced by a lease agreement.
- Live-in personal aides/care attendants count as household members for the purpose of determining unit size only.
  - Any adult family member who is incarcerated and sentenced to a term of more than 6 months from the date of application, will not be considered a family member. If less than six (6) months, the adult applicant(s) must have completed an application in accordance and be otherwise approved for eligibility and suitability prior to allowing this individual to count as a household member for the purposes of determining unit size.
  - A teenager who is in a detention center for less than one year from the date of application and intends to return to the household will be considered a family member providing he/she is otherwise deemed suitable for occupancy in accordance with applicable state law.
  - Adult children on active military duty, permanently institutionalized household members and visitors will not be counted.
  - Occupancy Standards are subject to reasonable accommodation. As such, if a resident with a disability needs an accessible unit and an appropriate-sized unit is not available, the Agent may house an applicant needing an accessible unit in a larger accessible unit. Agents must recognize their obligation to consider all reasonable accommodation requests for a larger unit due to an applicant's disability. However, it would be a fundamental change in the program to provide a unit that violates the state sanitary code.

- All applicants must be screened to determine family composition.
- The owner may assign a household to a larger unit than suggested by the owner's occupancy standards if no eligible household in need of the larger unit is available to move into the unit within 60 days, the property has the proper size unit for the household, but it is not currently available, and the household agrees in writing to move at its own expense when a proper size unit become available.
- The owner may assign a larger unit as a reasonable accommodation for a household member with a disability. As such, if a resident with a disability needs an accessible unit and an appropriate-sized unit is not available, the Agent may house an applicant needing an accessible unit in a larger accessible unit. Agents must recognize their obligation to consider all reasonable accommodation requests for a larger unit due to an applicant's disability. However, it would be a fundamental change in the program to provide a unit that violates the state sanitary code.
- A single person may not occupy a unit with two or more bedrooms, except if necessary, as a reasonable accommodation, the person is elderly and documents the need for the larger unit; and/or, a person becomes a remaining household member of a resident and no appropriately sized unit is available.

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#### HEAD OF HOUSEHOLD

##### Head of Household (HOH)

- HOH will be the main contact and is responsible for completing all certification processes/ annual recert, etc.
- There may be up to two (2) head of households.
- Head of household cannot be a full-time student. In the case of two HOH, one person may be a full-time student but not both.
- The HOH does not have to be the primary income earner.

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#### UNRELATED PERSONS WITHOUT A HISTORY OF LIVING TOGETHER

Households cannot add an unrelated individual without a history of living together, such as friends, to their application to try to qualify for a larger unit or to meet minimum income guidelines they otherwise would not meet.

##### Examples/ Scenarios:

##### Not Permitted:

- Domestic Partners not living together and are not related and do not have a history of living together
- Friends coming together as roommates with no history of living together

##### Permitted:

- Family with no history of living together

Documentation verification requested at the time of income verification: One of the following documents per unrelated household member and placing household members at the same address at the same time:

- Utility bill;
- Bank statement;
- Proof of voter registration;
- Cell phone bill; or
- Lease

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### MARRIED/ SEPARATED/ DIVORCED

If an applicant is married but submitting an application without the spouse, verification the spouse residing at a different address must be submitted with the application. If verification of a married couple living at separate residencies cannot be provided, income and assets for both members must be included.

Documentation Verification:

- A copy of the separation agreement or
- A copy of a lease, utility bill, or deed or
- A notarized affidavit stating that the household member and their partner reside at different addresses
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### FULL TIME STUDENT STATUS

If everyone in the household is a full-time student, as defined as taking 12 credit hours a semester or attending school full-time 5 months per year at an educational institution with regular facilities, other than a correspondence or night school, the household is not eligible.

Student status is to be monitored on a tax-year basis, thus an applicant would not be eligible if the person had been a full-time student for 5 months of the tax year, even if they had graduated prior to applying for a unit. In addition, there is no grandfathering of eligibility because the tenant was not a student when they moved in and later became one. For this reason, tenant student status must be re-verified at annual certifications to confirm continuing eligibility of the household.

Exceptions: A household would not be disqualified if

it is occupied by an individual who is—

1. a student and receiving assistance under title IV of the Social Security Act (welfare), or
2. enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State, or local laws, or
3. student was previously under the care and placement responsibility of the local county children services agency.

entirely by full-time students if such students are—

4. single parents and their children and such parents are not claimed as a dependent for tax purposes and the children are not dependents of another individual other than the parents, or
5. married and files a joint return or eligible to file.

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## ASSET LIMIT

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A household's total assets may not exceed \$75,000 excluding restricted retirement, health and college savings plans. This asset limit applies to households applying to apartments in all three (3) income tiers. The asset limit does not change according to the number of members in a household.

Households exceeding the asset limit may be eligible for special consideration at the time of initial income certification and annual recertification.

### Pre-lottery/Waitlist Application

The value of all assets owned by all household members must be disclosed at the time of application. The last four (4) digits of each account number, the account type, name of the bank in which the account is held must also be disclosed for each household member in the pre-lottery application and is subject to verification at time of income certification.

### Income Certification

At the time of initial certification and annual recertifications thereafter, households must provide full statements for all assets owned by all household members covering the most recent three (3) months from the time the statements are submitted. Assets statements must be provided even if the asset is a restricted account and excluded from the asset limit.

### Annual Recertification

For annual recertification, a household's assets may not exceed \$250,000 excluding restricted retirement, health and college savings plans. Households residing in a rental Affordable Dwelling Unit will remain eligible to pursue homeownership Affordable Dwelling Unit opportunities so long as the household's assets do not \$250,000 excluding restricted retirement, health and college savings plans.

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## APPEALS PROCESS

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### Pre-lottery/income certification determination

Pre-lottery determination of eligibility by OSPCD's Housing Division is based upon the following: 1) having a complete application; 2) having the appropriate household size for the particular Unit; 3) having the appropriate income that falls within the unit's stated eligibility range, based on what households self-report for income in the application. The Housing Division has adopted the U.S. Department of Housing and Urban Development (HUD) 24 CFR 5.609 Part 5 definition of "Annual Income" which anticipates gross income, including income from assets, over the next 12 months.

Staff annualize what households self-report as their monthly income, and compare that against the income eligibility range the Unit is in. It is the applicant's responsibility to disclose accurate information and to complete the entire application before the deadline. If any errors were made which affected the applicant's eligibility to participate in the lottery, the applicant has five (5) business days from the date of an email/eight (8) business days from the date of a letter regarding ineligibility to correct the error/discrepancy with the Housing Division by replying to the email/letter. The correction must include specific terms (for example, inclusion of income sources no longer received, forgotten household members, questions left blank or assumptions made in the calculation). Households can also make the correction by providing an updated application with the changes initialed and dated.

#### Post lottery/income certification determination

A household deemed ineligible upon the completion of the income certification process has the right to appeal the income determination. To initiate the appeals process, the **applicant must send a written Appeal Request to the Director of the Housing Division within one week of receipt of the ineligibility determination.** A written request includes one sent by email. In this written request to the Director of the Housing Division, the household must identify in specific terms (for example, inclusion of an income source no longer received or assumptions made in the calculation) what about the determination is being appealed. If a household needs more time to identify in specific terms what about the determination is being appealed, the household must identify good cause for additional time, and still must send a notice of an intent to submit a written appeal request within one week of the receipt of the ineligibility determination.

While it is the responsibility of the household to provide the Housing Division with all of their current income documents and to disclose all reasonably anticipated income within the next 12 months upfront during the initial certification process, if there are other documents the household wishes to supply that are new, that provide clarifying information, or are unanticipated/unexpected, the household should state such in its written appeal, and either include the additional documents in the appeal request, or provide a timeline within which such documents can be provided. It is within the discretion of the Housing Director whether to accept/wait for additional documents; however, the documents should be provided without any unreasonable delay, with time being of the essence. The Housing Division Director will consider the appeal request and any new information or documentation provided and make a determination.

The household will be notified in writing by the Housing Director regarding the outcome of the appeals determination, including the reasons and supporting facts and documents relied upon. Such determination shall be made within 10 business days of receipt of complete appeal documents, and if such determination cannot be made within 10 business days, the Housing Director will provide a reason why additional time is needed, along with an estimate as to how much additional time is needed.

While an appeal is pending, the Housing Division may proceed with income certifications of the next person(s) on the wait list but not to the point where the appealing applicant would be denied the opportunity to rent or purchase the subject unit (if the appeal were to be decided in his/her favor).



The following agencies may be able to provide (free) assistance with the applicant's appeal:

Cambridge and Somerville Legal Services  
60 Gore Street, Suite 203, Cambridge, MA 02141  
(617) 603-2700

Community Action Agency of Somerville, Inc.  
66-70 Union Square, Suite 104, Somerville, MA 02143  
(617) 623-7370

City of Somerville Office of Housing Stability, Director Ellen Shachter  
50 Evergreen Avenue, 1<sup>st</sup> floor, Somerville MA 02145  
617-625-6600 x2580

A copy of this appeal process, including the name, mailing address, and email address of the Director of the Housing Division, shall be provided to the applicant with the OSPCD's Housing Division's written communication of its initial denial of income eligibility.

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### SCREENING FOR TENANCY

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To prevent the use of low credit scores based on (i) lack of credit or insufficient credit, or (ii) poor credit unrelated to the ability to pay affordable rent to reject an applicant's request for tenancy in an Inclusionary apartment. Where rent history is used instead of credit, requiring owners/ property managers/ leasing agents of Inclusionary rental apartments to consider specific mitigating circumstances if there was a history of non-payment of rent.

#### **Consideration of rental history for applicant screening purposes:**

1. An owner may consider an applicant's credit history, but such information may ONLY be used in lieu of rental history to determine an applicant's ability to pay rent when rental history is not available. Where bad credit is the basis for rejection, mitigating circumstances may include:
  - a. Information relating to tenant history of payment of rent in a prior residence shall not be considered if more than five (5) years old;
  - b. Where there is a history of non-payment or late payment of rent in a previous unit that might be a basis for denying an application for an inclusionary rental unit, the owner must consider: 1) whether that prior unit was affordable to the applicant (based on City of Somerville's definition of rent burden as someone paying in excess of 50% of gross income for rent and utilities); and 2) whether the applicant has provided documentation indicating that they will be able to pay their rent reliably and in full at the affordable rental rate being charged for the inclusionary unit. An affordable rent would be one where the cost of rent and utilities did not exceed 50% of gross income.
  - c. Before denying an applicant for an inclusionary rental apartment's application for a tenancy based on rental history of non-payment or late payment of rent, the owner must consider mitigating circumstances, including, but not limited to:
    - i. A representative who manages the payments on behalf of the applicant using the applicant's moneys to do so;

- ii. Evidence that such poor credit was the result of a disability and something has changed so the person can now pay their rent in full on time; or
- iii. Evidence that credit problems were the result of other circumstances that no longer exist, and that the applicant has provided evidence such that there is reason to believe the applicant will now pay rent reliably and in full.

*Note: Guarantors are not permitted.*

### **Use of credit reports for applicant screening purposes:**

2. An owner may solicit a credit report for tenants being screened for eligibility for apartments however such reports can only be used as follows:
  - a. An owner may only consider an applicant's credit history, but such information may ONLY be used in lieu of rental history to determine an applicant's ability to pay rent when rental history is not available.
  - b. Under no circumstances can an owner use a lack of credit history or insufficient credit history (as opposed to poor credit) as a basis for rejecting an applicant for tenancy in an inclusionary unit.
  - c. Applicants cannot be denied for lack of Social Security number. A Tax Identification Number (TIN) may be used to conduct a credit check.
  - d. Credit information is only considered relevant if less than five (5) years old.
  - e. Where bad credit is being considered as a basis for rejection the owner must take into consideration mitigating circumstances before rejecting such applicant. These mitigating circumstances should include, but not be limited to:
    - i. A representative payee who manages the payments on behalf of the applicant using the applicant's moneys to do so;
    - ii. Evidence that such poor credit was the result of a disability and something has changed so the person can now pay their rent in full on time; or
    - iii. Evidence that credit problems were the result of other circumstances that no longer exist, and that the applicant has provided evidence such that there is reason to believe the applicant will now pay rent reliably and in full
3. Where credit problems relate to a poor history of payment of rent in a previous unit the owner must consider all the mitigating circumstances set forth in 1(b) and 1(c) above.

### **Re-Screening**

A household will not be re-screened if a member of the household vacates the unit. When the household begins the annual re-certification process then the household should be re-screened. If it is determined that the household's income declined then the tenant should be placed at the top of the waitlist for a proper unit at their income/AMI designation.

### **Language Access**

It is the responsibility of the Owner or property manager to provide fair and adequate language access to inclusionary housing households. Federal law, pursuant to Title VI of the Civil Rights Act

of 1964, requires recipients and subrecipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and activities by person with LEP, and such steps include creating a Language Access Plan.

## CALCULATING RENT

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Maximum rent calculations are based on the ordinance the project was permitted under and is net of any tenant furnished utilities. Somerville Housing Authority (SHA) publishes a Summary Allowance for Tenant Utilities and Other Services on an annual basis (approximately), outlining the allowance amounts per building type/bedroom count/ and energy type (gas v. electric). The SHA Summary Allowance for Tenant Utilities shall be used in all cases, including those where the SHA is not the issuing agency for the mobile voucher the tenant household may hold.

### **Rental Price Calculation (2019 Ordinance)**

The maximum affordable rent for the rental ADU price Tier is calculated as follows:

The Median Family Income (MFI) for the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area published annually by the U.S. Department of Housing and Urban Development (HUD) is multiplied by the percentage specified in Table 12.1.5(b) for the price tier and bedroom count of the subject ADU to determine the base price before deductions. The product of the above is divided by twelve (12) and the standard deductions for tenant paid utilities (using the Somerville Housing Authority Utility Allowance for the energy type/bedroom count/building type) and amenities provided at additional cost to tenants is subtracted from the result to determine the maximum monthly rent.

Prior to the marketing of rental Affordable Units, the Owner will provide a utility chart to the Housing Division specifying the type of utilities including the party providing and paying for each utility. Additionally, the Owner shall complete a form disclosing any other fees. Any proposed updates to either form shall be submitted to the OSPCD Housing Division using such forms for review and approval prior to any changes in fees/energy type and which party is paying for them.

### **Rental Price Calculation (2016 Ordinance)**

The maximum rent limits for households at or below 110% of AMI shall be 30% of their gross household income. The maximum rent limits for households at or below 80% of AMI shall be the then current High Home Rent published annually by HUD adjusted for household size. The maximum rent for households at or below 50% of AMI shall be the then current Low Home Rent published annually by HUD adjusted for family size. From the Low and High Home rents, appropriate utility allowances are subtracted to determine final rent rates.

### **Maximum Rent for Voucher Holders**

For households with a mobile voucher, rents will be calculated using the same methodology as is standard for Inclusionary rents, subject to the ordinance the project was permitted. Rents do not go up to the payment standard or above the maximum Inclusionary rent.

### **Increase of Income for Households residing in 110% AMI Units**

Households residing in 110% can earn up to 120% AMI at re-certification before the unit changes to market rent.

## TRANSFERRING APARTMENTS

Internal (within a site) and external (between sites) apartment transfers are granted for the following reasons:

1. The following two reasons for transfer are equally weighed and take precedence over requests for being over housed and overcrowded:
  - a. Residents with a disability have requested and been granted a reasonable accommodation and the need for the accommodation has been fully verified unless it is obvious or otherwise known.
  - b. Resident(s) have requested an emergency transfer due to domestic violence, dating violence, sexual assault, stalking or harassment based on protected status.
2. Residents are over housed (i.e., bedrooms exceed number of eligible occupants).
3. Residents are overcrowded (in accordance with local or State Sanitary Code).

### CRITERIA THAT MUST BE MET PRIOR TO A RESIDENT BEING ELIGIBLE FOR A TRANSFER

A resident must satisfy the following criteria in order to be eligible to transfer:

1. The resident must have paid his/her portion of the rent for at least twelve (12) consecutive months on or before the fifth of the month. Bank errors that result in bounced checks must be documented in writing from said bank.
2. The resident must not have any summary process (court) action in progress for lease violations at the time of consideration for a transfer. If the resident has a court agreement regarding a lease violation, the resident must have successfully complied with this agreement for twelve (12) months from the date of the agreement, before being eligible for consideration for a transfer.
3. The resident's outstanding bills owed to the site must be paid in full to date (i.e., monies owed for lockouts, damages, bounced checks, etc.).
4. The resident must have lived in the present apartment for at least one year prior to the transfer.
5. The resident must agree to have the present unit inspected by management for conditions beyond normal wear and tear and pay for any damages in his/her present unit beyond normal wear and tear or renovations prior to transfer.
6. The resident agrees to clean the appliances (oven and refrigerator) in his/her current unit before the transfer, or pay a charge for such cleaning by Maintenance, based on an hourly labor charge.
7. The resident must agree that the appliances in the current unit be moved to the new unit if Management determines this to be a condition of transfer.

*Note: Management recognizes that such criteria are subject to consideration of a reasonable accommodation for persons with disabilities and may be waived in instances involving imminent danger or if a nexus is established between a disqualifying factor and domestic violence.*

## CONDITIONS OF REFUSAL OF A UNIT BY A RESIDENT

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When a resident who has requested a transfer refuses an apartment transfer without just cause, their name is removed from the transfer list and they will need to re-apply/re-submit a new Transfer Request. When an applicant is removed from the transfer list they must be notified in writing. Just cause includes:

- If a unit doesn't satisfy the need for the transfer.
  - For example, if the request for the transfer is because the person is in imminent danger in their current unit, and the resident believes the proposed transfer unit wouldn't remedy the danger.
- If school age children would need to switch schools;
- A family who relies on public transportation would no longer have access, creating a burden to get to work, or medical appointments.

It isn't just cause to reject a unit if the family doesn't like a unit's view or an apartment layout.

A resident who is over-housed and refuses a transfer to the appropriate-sized unit will be required to pay the market rent until such time that the resident transfers to an appropriate size unit.

The Housing Division reserves the right to remedy repeated refusals of a unit by a potential applicant including but not limited to dropping a household to the bottom of the waitlist.

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