

SOLICITATION FOR:

RFP # 26-28 Real Property Valuation Software and Consulting Services



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 03/18/2026

QUESTIONS DUE: 03/25/2026 by 12PM EST

DUE DATE AND TIME: 04/01/2026 by 3PM EST

Anticipated Contract Award	04/15/2026
Est. Contract Commencement Date	07/01/2026
Est. Contract Completion Date	6/30/2029

DELIVER TO:

City of Somerville

Procurement & Contracting Services

Attn: Thupten Chukhatsang
Senior Procurement Manager
tchukhatsang@somervillema.gov

**93 Highland Avenue
Somerville, MA 02143**

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Proposal For:
RFP # 26-28 Real Property Valuation Software and Consulting Services

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 03/18/2026 per the below-noted City Hall hours of operation.

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

Key dates for this Request for Proposals:	
RFP Issued	03/18/2026
Deadline for Submitting Questions to RFP	03/25/2026 by 12PM EST
Proposals Due	04/01/2026 by 3PM EST
Anticipated Contract Award	04/15/2026
Est. Contract Commencement Date	07/01/2026
Est. Contract Completion Date	6/30/2029

<p>Responses must be delivered by 04/01/2026 by 3PM EST to:</p>	<p>City of Somerville Procurement & Contracting Services Attn: Thupten Chukhatsang 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, 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:

Contents of Sealed Proposal Package	Marked As
Envelope 1 Non-Price Technical Proposal: 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.)]	To Be Marked: Non-Price Proposal RFP # 26-28 Real Property Valuation Software and Consulting Services
Envelope 2 Price Proposal: 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]	To Be Marked: Price Proposal RFP # 26-28 Real Property Valuation Software and Consulting Services
Please send the complete sealed package to the attention of :	Thupten Chukhatsang Senior Procurement Manager Procurement & Contracting Services Somerville City Hall 93 Highland Avenue Somerville, MA 02143
Methods of Bid Submission 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"> 1) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS). 2) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$50.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: https://www.bidexpress.com/businesses/33100/home A user guide is attached for your reference. 3) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at www.bidexpress.com. 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. 	

(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: 03/25/2026 by 12PM EST

Questions concerning this solicitation must be delivered in writing to:

Thupten Chukhatsang
Senior Procurement Manager
Somerville City Hall
Procurement & Contracting Services Department
93 Highland Avenue
Somerville, MA 02143

Or emailed to:

tchukhatsang@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
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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](#),^[1] 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 vendor and/or its subcontractors use large vehicles in 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.

Background

The City of Somerville's Assessor's Office is seeking qualified proposals for a Computer Assisted Mass Appraisal (CAMA) Software System and Related Valuation Services, etc. The City's Assessing Department currently uses the *Appraisal Vision* CAMA Software of Vision Government Solutions Inc. of Hudson, Massachusetts which was procured via an RFP and is used on an in-house basis. Interested proposers must be able to utilize this appraisal software on an off-site basis for the generation of values. The City would also be open to consider an equivalent or better CAMA system and invites proposals from other qualified vendors that offer a CAMA system that meets all legal, operational and compatibility requirements of the City's Assessing Department. Proposers should also include associated annual software cost for the duration of the project. All data entry and printing of field cards will be the responsibility of the contractor. The City's Assessing Department and Project Managers will determine whether a different CAMA software and services meet the requirements of the City and is a feasible replacement for the Vision Government Solutions Inc. Software System, if proposed. This evaluation and decision for a replacement will also take into consideration the implications of time for replacement and retraining of staff, any/all impacts to the continuation of current operations, and any other logistical and technological difficulties that would need to be considered for viability.

The City of Somerville will also be undertaking a program to update all Real Property for Fiscal Year 2027, 2028, and 2029 pursuant to the General Laws of the Commonwealth of Massachusetts.

Please provide a complete proposal for the CAMA system, GIS, Web Hosting, Cloud Hosting (optional), and the appropriate valuation services for FY27, FY28, and FY29. Please include all upgrade, implementation, hardware requirements, annual maintenance, other required services and their fees. The proposal should also include any additional/optional items and unit fees for related supply/service/or software.

The Contract will be awarded for a 3-year period. All proposals shall meet or exceed the minimum requirements specified in this RFP. Proposals that do not meet those requirements will be considered non-responsive and be rejected.

The contractor shall provide a CAMA software system that is compliant with State Laws. The contractor shall adhere to certification requirements set by the Massachusetts Department of Revenue for the valuation date of January 1, 2026, 2027 and 2028.

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A list of Massachusetts Municipalities for which the Contractor has completed Revaluation/Update Programs.
2. A list of the Revaluation/Update Contracts for which the Contractor is currently committed.
3. Listing of Massachusetts Municipalities for which the contractor has used the latest version of CAMA Software being proposed.
4. Written assurances that the Revaluation/Update will meet Department of Revenue Certification Requirements.

STATEMENT OF SERVICES FOR A CAMA SYSTEM

SOFTWARE SPECIFICATIONS- CAMA FUNCTIONAL FORM

To be completed by vendor and included within the non-price proposal.

REQUIREMENTS	Y	N	COMMENTS
COMMON FUNCTIONS			
System should be capable of valuing residential, commercial, industrial, and special use properties as well as vacant land.			
Utilize a RDMS utilizing a GUI front end.			
Be able to export data from CAMA system to the Jurisdiction's tax collection system			
Maintain audit trail of all user changes to information on the parcel level.			
Allow for an audit trail to be viewable from within a given parcel.			
Provide the ability to navigate between screens via a single click.			
Provide the ability to copy all data from one parcel to another.			
Be able to assign a parcel as Active, Inactive, or as Future and have the ability to view all the property data in either mode.			
Provide the ability to make global data changes using a user-friendly interface.			
Support multiple parcel search capabilities.			
Be able to search by secondary addresses captured in the database.			
Be able to search by Grantor, Grantee or Future Owner.			

Allow parcel searches that create subsets of parcels. Provide a table that allows a user to view and access parcels in the subset.			
Be able to search parcels utilizing Cross Streets look up tables.			
When searching by street name the system will auto fill the street name based on the letters the user types in.			
Provide the ability to add, change, and update all fields which appear online.			
Provide a system that is table driven (e.g., user defined edits) and provide a comprehensive facility with on-line screens to maintain reference data.			
Allow field labels to edited, enabled or disabled by the user.			
Allow user to define data field properties including- data type, allowables table and whether the field is optional or required.			
Provide flexibility to adapt to changing legislation.			
Provide security at the screen/transaction level.			
Capture transaction history (e.g., transaction name, user id, date, and time) and change information (e.g., before and after data and values) for all adds, changes, and deletes.			
Provide access to transaction information.			
Be able to track owner information utilizing separate fields for First, Middle, Last and Suffix entries.			
Provide access to a help desk for user inquiries during normal business hours. (Please state hours and number of personnel.)			
Allow property to be marked as fully or partially tax exempt.			
System Requirements			
System must utilize SQL Server			

CAMA Calculations are not implemented in Stored Procedures			
System integrates with SQL Reporting Services			
Ability to compose new user interface from parts of existing user interface components			
Adhoc Report tool does not require SQL knowledge			
Ability to define application names or labels for all Forms and Columns			
Adhoc report tool supports application names in addition to database column names			
Security			
System allows for an inactivity timeout setting which will require the user to login back in after the defined time has expired.			
System allows for Password Policy Settings, such as, Complexity Settings, allowing the administrator to require a minimum number of characters and specific types of characters, Password Life/History settings and Global settings for failed attempts and iteration settings.			
System allows set up of unlimited groupings and the capability to assign any user to a grouping with security levels ranging from full rights to read only access.			
Parcel Record Maintenance			
Maintain legal description of property. Support large field size to fully capture a lengthy legal description.			
Provide the ability to attach scanned or electronically created materials to individual records.			
Allow for multiple or mixed-use codes on single parcels. Multi-use parcels will also, at a minimum, capture percent of residential use.			

Ability to view multiyear data for any given parcel while in the current year database.			
Assessment Notices			
Produce assessment notices or output file for printing of notices for all properties.			
Produce assessment change notices for new construction or property improvements.			
Basic Appraisal Functions			
Support the 3 standard approaches for property valuation: Cost Approach, Income Approach (commercial properties only) and Market approach.			
Support unlimited land and building valuation algorithms.			
Provide ability to compare values by approach for properties that are valued by more than 1 approach.			
Allow on-line update and printing of property record cards and work documents.			
Support on-line mass appraisal to assess multiple properties at the same time - by neighborhood, model type, zoning, a user-specified list of parcels, or by property type and class.			
Support separate valuation methods for each class of real property.			
Maintain a historical record of the original assessment values, revised assessment values, and date of change.			
Allow properties to be valued and revalued using different methods during each year. Track each change.			

Provide for the appraisal of special purpose property classes including the valuation of low- or moderate-income housing and tax exempt or abated properties.			
Provide a method for automatically grouping parcels for the assessors' field inspections by neighborhood, property class, building type, construction permit and those requiring sales verifications.			

Provide a field(s) for assessor comments on the property record card.			
Provide a parcel-based table to track individual or mass mailing notices sent to individual properties.			
Provide the ability to view and update all property characteristics on-line.			
Allow each section of a house/ building to be fully described (including % complete) and valued separately.			
Provide the ability to list the percentage complete and value attributable to each part of a building that is less than 100% complete.			
Provide fields for separate property descriptions for outbuildings and improvements. Allow grading and size adjustments to be applied.			
Provide the ability to set size ranges on all outbuildings and extra features.			
Store cost-based appraisal rates for common outbuildings. Identify outbuildings which do not have a rate or flat value associated with them and allow user-defined rates to be input to the cost tables.			
Allow a variable and expandable number of fields to record property dimensions for even the most complex structures and provide automatic calculation of total building area from the property sketch.			

Allow different user interfaces for different types of properties. (Residential, Commercial, Condos, etc.)			
Support the use of condo main parcels that describe all sections of a condo complex.			
Support the mass creation of new parcels that are the result of a new subdivision or condominium complex.			
Provide the ability to apply different depreciation rates to multiple buildings on the same record.			
Allow the user to flag a parcel as Work in Progress to bypass data entry of required fields and then be able to report on these flagged parcels.			
Provide the ability to freeze all or individual parcel values in the database to allow current and proposed value summaries.			
Value land by multiple measures including, but not limited to, acreage, square foot, front foot, site and building lot value. Provide the ability to adjust land values through percentage and fixed values set by the user.			
Support adjustments for flood plain, easements, land size, and other property features and allow valuation via user defined rates.			
Provide the ability to value contiguous land.			
Allow the user to assign all valuation methodologies by neighborhood.			
Permit Information			
Provide the ability to input time period, work status, inspection date and comments.			
Provide the ability to receive permits via an import file			
Provide the ability to print a parcel's permit information.			

Record progress dates for beginning construction, final construction, and inspections.			
Provide the ability for the assessor to view a history of permits for each parcel.			

Commercial Property Information			
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Support multiple buildings and/or properties per appraisal unit on commercial properties.			
Support multiple parcels per building for commercial property.			
Provide the ability to view vacancy figures, rental figures, and other neighborhood rental information by property type.			
Provide the ability to view on-line current and historical income and expense survey data per property.			
Provide the ability to add, insert, delete, and selectively update tenant data and to perform lease analysis on stored tenant data.			
Provide the ability to capture tenant leasable area, lease date, actual rent, and market rent or economic rent.			
Support lease analysis capability to validate and test direct capitalization data.			

Cost Approach			
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Provide a cost estimate for all building dimensions and features recorded for a property description. This should be done using 1 or more user definable valuation models.			
Provide flexibility to apply a particular cost algorithm to a neighborhood.			
Allow assessors to manipulate and edit cost algorithms.			
Provide the ability to update property depreciation by section when the effective age of a building section is changed.			

Provide for the estimation of replacement cost new and replacement cost new less depreciation.			
Allow for unlimited depreciation and size adjustment tables.			
Sales Trending			
Support trending for total property value (e.g., land and improvements).			
Support use of a qualified sale after a parcel has been changed (a qualified sale that occurred prior to a subdivision or remodeling remains useful in market analysis approach valuation).			
Support the use of a qualified land sale in the sales trending approach to value after a property has been improved.			
Support ability to store note with each sales transaction.			
Based on a user defined table of reasons, "cull" sales that are deemed to be unqualified by assessors and mark these sales with the appropriate reason for removal.			
Market Approach			
Utilize unlimited, user definable comparable sales models in application of the direct comparison approach.			
Choose up to 20 comparable properties. Automatically determine the top five comparable sales based on user-entered criteria. Allow the user to edit the top five choices.			
Provide the ability to use distance when choosing comparables. Spatial data will be provided by the GIS system.			

Income Approach			
Support the one-year direct income capitalization approach to value.			
Store commercial sales data to determine the direct capitalization rates for income analysis valuation.			
Calculate capitalization rates using alternate methods such as band of investment, mortgage equity, and GIM.			
Provide the ability to value commercial condominiums, Town houses, hotels, apartments, and other rent mix property types.			
Support valuation using rent and tenant data based on lease analysis of actual tenants.			
Support valuation using vacancy information for various sub-markets.			
Support assessor override capability for income, expenses, and vacancy when appraising specific properties.			
Provide the capability to calculate median and mean rent per unit of measure, expense ratios and overall capitalization rates for any strata of commercial property.			
Capture gross rent, vacancy and collection loss, miscellaneous income, itemized expenses, and corresponding sale price for commercial properties.			
Provide for maintenance of income and expense data using various units of comparison such as net and gross leasable area, apartment units, etc.			
Sketching			
The system will provide the ability to create new sketches, modify, add, change, or delete sketches with automatic computation of the square foot of building area. The sketch package must provide closure problem detection and correction features.			

Support flexible on-line sketching software, which displays story height descriptions, an identifier for each section (e.g. porch, deck), and exterior wall dimensions for all sections of a building.			
Support rounded surfaces, angles, and irregularly shaped areas as well as square footage entries.			
Sketch program should also work with hand-held and/or pen-based field data devices, including download and upload capability.			
Compute total livable floor area on property from living area dimensions.			
Record detailed physical characteristics for a property, with the ability to describe and sketch each building on a property separately, including detached structures such as garages and sheds and the labeling of these structures.			
Provide the ability to copy sketches from one parcel to another as well as use sketches that are stored in a sketch library.			
Sketching software should be mouse driven.			
The sketch data should export into various image formats.			
Display and show all angles as you are drawing a section			
Be able to split a polygon and detach sections to name separately			
Be able to pull out a section of an existing polygon without having to redraw a section			
Flip an entire sketch horizontally or vertically			
Have built-in tools for drawing an octagon or trapezoid			

Be able to display sf areas within each polygon on a sketch			
Images, Associated Files			
Support a fully integrated imaging system - view unlimited images within the CAMA system along with associated information.			
Provide the ability to link spreadsheets, documents, voice/digital clips to property records.			
Comparable Sales			
Provide a "snapshot" of the property, as it existed at the time of sale for use in sales analysis. Allow correction of the snapshot if it is later discovered that the assessment record did not correctly describe the property at the time of sale.			
Allow an unlimited number of user definable comparable sales algorithms.			
Produce an on-line comparable sales query and report based on user-defined criteria.			
Allow comparable sales reports to be printed to hard copy.			
Reports			
Provide all State required reports necessary to obtain certification.			
Provide the ability to print user definable property record cards that differ by style of property.			
Produce on-line sales analysis reports.			
Produce an on-line comparable sales query and report based on user-defined criteria.			
Support queries on all data in the database using a completely integrated report writer. (No use of third-party query tools)			

Produce an on-line and printed report of neighborhood data trends, including sales and comparable.			
Provide several predefined reports.			
Allow many of the existing reports to be modified and saved by the user.			
Provide a simple manner for locating fields within the database. Users should be able to locate by database field name or screen label.			
Geographical Information System			
Provide the ability to spatially show the distribution of sales.			
Provide the ability to find abutters by specifying a radius from a subject property.			
Provide the ability to spatially and statistically show property value and other parcel attributes.			
The system will also include specific fields that can be used to delete old or duplicate records from the tax attribute file. At a minimum, the date of the last transaction and a record identification number will be included.			
Provide the ability to view comparable properties on a map.			
Provide the ability to view and query all parcel data within a spatial environment.			
Provide the ability to select a query of parcels and be able to mass update any field in the database and run a recalculation on the selected parcels.			
Provide the ability to view Orthophotos.			
Provide the ability to launch and view associated Pictometry, Google Earth and Birdseye view images from within the application.			

Sales Analysis

Support on-line and printed statistical analysis of assessments including, but not limited to, sales ratios, coefficient of deviation, price related differentials, and other tests of the level and equity of assessments. The system will allow the results to be arrayed, and graphed. Allow the user to specify the records, variables, and types of analysis needed.			
Produce a report which shows an updated coefficient of deviation, stratified and segmented by class, as well as a general coefficient of deviation.			

Assessment Appeals

Allow multiple appeals to be tracked within a given year.			
Allow each appeal to be associated with other parties.			
Provide scheduling functionality and allow appeals to be grouped, at a minimum by attorney, neighborhood, and issue.			
The system will provide support of user-defined tracking identifiers.			
Provide the ability to identify properties that have been appealed in prior years.			
Provide ability to enter notes describing how a property was assessed for use in possible appeal.			
Provide the ability to track all valuation change(s) made as the result of an appeal.			
Provide the ability to view online all appeal history and parcel information.			
Provide the ability to track tax court appeals. Provide fields such as dates, attorney & appraiser names, address & phone #'s for all parties.			

Provide the ability to print daily, weekly, monthly schedules.			
Provide summary reports regarding appeals within tax lists years (e.g., prior year added, current year).			
Provide reports regarding the status of hearings, notices, appeals, disposition, and judgments.			
Training			
Provide monthly access to Webinars on specific CAMA topics			
Provide access to a Massachusetts specific User Group Annually			
Provide access to a library of training material, including documentation and training videos			

**STATEMENT OF SERVICES
FOR A REAL PROPERTY VALUATION SERVICES**

PROFILE OF THE CITY OF SOMERVILLE

The City of Somerville is located in Middlesex County, Massachusetts and contains approximately the following number of parcels as of Fiscal Year 2026:

Property Type	Parcel Count
101	2315
102	7251
MISC 103, 109	76
104	4713
105	2196
111-125	661
130-132, 106	167
200-231	0
300-393	594
400-442	88
450-452	0
Ch61,61A,61B	0
012-043	251
Personal Property	Not Applicable
TOTALS	18312

SCOPE OF PROJECT:

Subject to the terms and conditions of this Statement of Services, the Contractor will value the types of property identified in Section 1 in compliance with the General Laws of the Commonwealth of Massachusetts.

The Contractor will determine the full and fair cash value of all property so described and its usage classification as defined in Chapter 59 of the General Laws of the Commonwealth of Massachusetts.

The valuation and use of all property so described shall be determined as of January 1, 2026, 2027 and 2028.

RESPONSIBILITIES OF THE PARTIES:

Board of Assessors: Throughout the project, the Board of Assessors will receive periodic reports from the Contractor that will review and evaluate the progress of the project and the Board will promptly notify the Contractor as to whether the work performed is satisfactory and timely.

The CITY shall provide the following data on or before April 1 of each year, unless otherwise specified.

The CITY shall provide "parcel identification data" for each parcel, which shall consist of the owner's name(s), mailing address, property address, subdivision deed references, property classification, lot dimensions and land area in acres or square feet, correct and current to the most recent tax billing date.

The CITY shall provide the zoning classification for each parcel, correct and current to the most recent tax year. The CITY shall also provide one (1) set of zoning maps and a copy of the zoning ordinances covering all parcels, correct and current as of the most recent tax year.

The CITY shall provide one (1) set of tax maps covering all parcels, correct and current as of the most recent tax year. The Contractor may rely upon the accuracy of the maps and is not responsible for any errors in the maps or any errors resulting from the use of the maps. Each map will be drawn to scale, be identified by map and parcel numbers and have dimensions and areas of each parcel drawn on the map.

The CITY shall continuously and currently update the information referred to in this section to January 1, 2026, 2027 and 2028.

The CITY shall continuously and currently provide copies of all sales information available to it with respect to the transfer of parcels occurring from January 1 and ending December 31 of each year. Sales provided must be on forms approved by the Massachusetts Department of Revenue for reporting sales and must contain proper and correct non-arms length coding and all other data called for on such Department of Revenue form, including correct map and lot numbers.

The CITY shall make available to the Contractor existing property records, or copies thereof. The Contractor shall be responsible for the safekeeping of the records while in its possession. If the CITY is in need of any such record while it is in the possession of the Contractor, the Contractor shall provide it to the CITY upon request as soon as possible without causing undue disruption to the work schedule of the Contractor.

The CITY shall further assist the Contractor by providing or making available such other information which it possesses, or which is conveniently available to it, including, but not limited to, general assessment records and magnetic tapes and tape format/layouts containing pertinent information and data.

The CITY shall be required to provide such materials and data in original or duplicated form at the CITY's option, but in no event shall the CITY be required to provide such which is not reasonably available to it. The Contractor presents that it is aware of the resources of the CITY and its limitations and, therefore, will require only that additional material and data which is currently available to the CITY or which may come into its possession from time to time through the normal course of events.

The CITY shall provide all property inventory data. Said data shall be current and will include all parcels which have been improved, as evidenced by building permits properly applied for and approved prior to January 1 of each year.

All data collected by the CITY shall be reported on forms supplied by the Contractor and filled out in accordance with its instructions.

The Contractor: The Contractor will be responsible for fulfilling all requirements stated in this Statement of Services in a timely fashion and in a professional and satisfactory manner.

PROJECT REQUIREMENTS:

FY2027 Interim Project completion	10/30/26
FY2028 Interim Project completion	10/30/27
FY 2029 Interim Project completion	10/30/28

Any proposal which cannot meet the October 30, 2026 completion date for the Fiscal Year 2027 Update will be rejected.

Public Relations:

The Assessors and the Contractor will cooperate in maintaining good public relations throughout the period of this project. The Contractor will coordinate all activities necessary to promote public understanding, awareness and cooperation in conjunction with the entire project.

Local Staff Training:

Training for the Assessors and staff will consist of on-the-job training.

On-the-job training will include, but not be limited to, the Assessors and office staff working in the appropriate phases of this project under the Contractor's supervision.

Data Collection:

There are no data collection services as part of this project scope of services. The Contractor should include optional per parcel data collection services.

The Contractor will identify each parcel in accordance with the applicable Department of Revenue's "Guidelines for Classification of Property According to Use, Property Type Classification Codes".

Sales Verification:

The Contractor will verify, in accordance with this Statement of Services, the property inventory data for those properties located throughout the CITY which have sold in the complete calendar year prior to the valuation date for this program.

The purpose of this verification is to enable the Contractor to produce a machine readable file for valid arms-length sales, describing inventory status as of the date of sale. The Contractor will verify this data for all sales occurring until the valuation date of this program. The Contractor will develop and provide the Assessors with appropriate written documentation for the sales verification effort.

Valuation Testing: Computer assisted valuation testing for all types of property will take place subsequent to sales verification. All valuation testing must be reviewed and approved by the Assessors before commencement of the valuation production.

Valuation:

The Contractor will compute, to the nearest One Hundred Dollars (\$100.00), the value of all properties within the scope of this Statement of Services. A minimum of two (2) approaches to value from the following three (3): market, cost or income, will be employed for all income-producing properties.

Income-producing properties include, but are not necessarily limited to, the following types: primarily commercial/industrial/multiple-use properties; apartments over four units; hotels and motels; storage, warehouse and distribution facilities; discount and department stores; shopping centers and malls; supermarkets; small retail properties; office buildings; medical office buildings, research and development facilities; and properties within industrial parks.

The minimum requirements for each of the three (3) major approaches to value, as well as land valuation, are outlined in the following sections. The Contractor will describe the approach to value which will be applied to each type of property within the scope of this Statement of Services.

Market Value Approach:

The Contractor will employ a market adjusted cost approach. It is a system that is very easy to explain to the taxpayer, as well as a system which is very familiar to the Massachusetts Department of Revenue Certification Team. This approach is used on residential properties with its starting point based upon replacement cost approach values. It is then fine-tuned by adjusting these replacement cost values based upon market sales activity, segmented and segregated by the most pertinent property characteristics.

Land valuation will be accomplished through a sales ratio analysis of vacant sales, as well as an overall property ratio analysis, deducting improvement values and extracting land values from the improved sales. Each neighborhood, street by street, will be rated for desirability using a site index, which provides a factor that may be applied to a base square foot schedule to account for differences in location. In addition, condition factors will be applied to account for negative or positive influences on value such as topography, view, irregular lot shape and other factors.

Overall property values, including improvement value, will be verified by the sales ratio analysis, segregated by the pertinent value related factors of each property. This analysis will be done within various categories, including style of home, segmented by size and age group in ten (10) year increments, by lot size and location factors. This analysis enables the Appraisers to fine-tune the replacement cost approach for each property to create a mirror image of market sales activity within the CITY.

Regarding commercial/industrial properties, the market value approach will be employed on properties not utilizing a combination of the replacement cost approach and the income approach. For commercial/industrial properties that are basically non-income-producing, the secondary approach will

be the market approach, utilizing the square foot values derived from the sales analysis for the particular use type of the property. Square foot values will be segregated by type, including industrial, warehouse, retail, etc. and will provide reasonable ranges for per square foot sale prices of building areas. Land value, once determined, will be added to building value for an estimate of total value.

Replacement Cost Approach: The replacement cost approach to value will be employed for both residential and commercial\industrial properties as follows:

Information derived from cost analysis will provide the basis for determining the unit-in-place and replacement cost pricing schedules used in the valuation of residential and commercial\industrial properties.

Subsequent to the determination of replacement cost pricing schedules and the establishment of land values, the Contractor will analyze the sales of improved properties in order to derive an estimate of physical and functional depreciation and economic obsolescence. A report of this study of sales of improved properties will be made to the Assessors, listing the comparison subjects and detailing the schedules of adjustments to be made prior to valuation production.

Physical and functional depreciation and economic obsolescence will be computed to be the difference between the selling price of the total property and the sum of the estimated replacement cost new of the improvement plus the estimated land value.

Provided that a sufficient number of sales are available, guidelines in the form of tables based upon the condition, desirability and usefulness of a building relative to its actual age will be developed. After approval by the Assessors, these tables will be used to estimate the depreciation of comparable subject properties.

Income Approach:

The Contractor will review and screen income and expense reports furnished by the parcel owner, or prepared as a result of interviews with the property owner; will determine the validity of the data and will make any necessary adjustments on the basis of the Contractor's appraisal knowledge of income and expense data of comparable properties. The CITY shall be responsible for the postage and the mailing of income and expense forms. A report containing documentation and derivation of rent schedules, expense ratios and capitalization rates shall be submitted to the Assessors for review prior to the commencement of the valuation field review.

A value determined by the income approach to valuation will be made for each income-producing property. The income and expense statements will become the property of the CITY.

Land Valuation:

Basic square foot values for all parcels shall be established for land throughout the CITY after an evaluation by the Contractor of all factors affecting the market value of lots and parcels. Factors to be considered shall include the quality of the neighborhoods, zoning restrictions, size, frontage, depth, shape and topography of the parcels, and all other factors considered relevant in the establishment of land values for each of the various classes of property.

These land unit values will be determined as a result of an analysis of recent sales of comparable properties, either within the CITY or within an agreed upon area of the state, or by using a land residual

approach. Any land classified by the Assessors under Massachusetts General Laws Chapter 61A as in agricultural or horticultural use will be valued after consideration of the current guidelines issued by the Farmland Valuation Advisory Commission.

Preliminary Certification Review: The Commissioner of Revenue must conduct a certification review to determine whether the new values resulting from this project represent full and fair cash value. As a condition of successful project completion, Contractor's work product will meet all certification requirements of the Commissioner.

Valuation Field Review:

The Contractor should provide optional field review services. An optional price should be provided for each 25% of the Real property parcels in the community. The personnel conducting this phase of the program will have three (3) years mass appraisal and field review experience and knowledge of the valuation techniques employed in the CITY, as well as complete familiarity with the valuation project.

It is understood that the Contractor will have the ability to exercise judgment in making final value estimates. The Contractor, in order to ensure valuation accuracy and consistency, will be required to document such judgment. Documentation for changing any computer-generated value estimates will also be required. All such documentation shall be the property of the Assessors.

If valuation changes are made due to data error, the data will be corrected on the computer and/or manual file by the Contractor.

All values produced by the Contractor will be given to the Assessors for final review and for a determination as to whether the Contractor's work product is satisfactory for the purposes of requesting a certification review by the Commissioner of Revenue. The Contractor will provide the Assessors with all valuation models and schedules, property record cards, sales analyses and field documents necessary to conduct this review. These documents will become the property of the CITY.

Certification of Values:As a condition of successful project completion, the Contractor's work product will meet all certification requirements of the Commissioner.

Defense Of Values: The Contractor will provide expert witnesses to represent the CITY at all appeals to any court, the appellate tax board or otherwise, of valuations and/or classifications resulting from this project. The expert witnesses will have performed a visual review of the property. The Contractor will furnish these services, including comprehensive written appraisal reports if required, for a per diem rate.

FY2027, FY2028 and FY2029 Interim Updates: This project is to be done reflecting parcel values as of December 31 for each fiscal year. The services to be performed are as follows:

- a. Analyze recent land sales.
- b. Create a sales database file.
- c. Create and analyze a sample of the income and expense file.
- d. Run sales ratio study reports by DOR specifications, grouping and sorts.
- e. Analyze sales ratio reports according to DOR specifications.
- f. Create a new cost/market land and building model tables to reflect desired ratios, medians and COD's according to DOR specifications.
- g. Recalculate new values utilizing new model tables.

- h. Implement and test new pricing models and re-analyze ratio reports to meet DOR specifications.
- i. Implement new residential and commercial/industrial/exempt cost/market tables into the main database file.
- j. Assist with DOR Interim adjustment form.

CONTRACTOR PROJECT STAFFING:

The Contractor will be responsible for the supervision of all phases of work in this project. The Contractor will employ the following organizational structure to manage this project.

Organizational Structure:

<u>NAME</u>	<u>PROJECT TITLE & RESPONSIBILITIES</u>
_____	Project Manager
_____	Residential Appraiser
_____	Commercial / Industrial Appraiser

The Contractor shall perform the valuation update in the project time frame listed above, utilizing the above staffing to achieve satisfactory results.

Resumes of each individual set forth in the organizational chart shall be provided to the Assessors as an exhibit hereto, which include prior work experience: dates, positions, responsibilities for each employer; education and professional affiliations for each individual. All personnel meet the qualifications required by the Commissioner of Revenue in 830 C.M.R.58.1A.1(3).

Any proposed changes in the project staffing plan submitted as part of the proposal will be submitted to the Assessors, in writing, for review and approval. The Assessors shall notify the Contractor of the acceptance or rejection of any staff substitutions within fifteen (15) business days of the receipt of the proposed changes. The Assessors shall reserve the right to make the final determination regarding the acceptability of proposed personnel changes.

DELIVERABLE PRODUCTS:

All documents, reports, records, data or other material in whatever form, manual or mechanized, obtained or produced during the performance of this project shall be the sole property of the CITY and shall be delivered during an appropriated phase of or at the conclusion of the project, as required by the Assessors. The documents, reports, records, data and other materials shall include, without limitation, the following deliverable products:

1. Documentation of procedures used throughout the project.
2. All training materials and manuals used in any phase of the project.
3. The valuation manual, which will enable the CITY to maintain and update its values.
4. The depreciation schedule and source of information used for its development.
5. Income and expense statements for parcels utilizing the income approach.
6. A property inventory record for each parcel.
7. All manual and computerized reports which support values and valuation formulas.
8. All materials and documentation used on the land valuation effort.
9. Any sales ratio studies used in this project.

10. Appropriate mechanized file of all properties, their identification, inventory of improvements, all computer-generated valuation and technical documentation describing the organization of data files and record format. This is necessary for user understanding.

At the conclusion of this project, the Contractor shall provide the CITY with a computerized list of all owners of record and new values to be utilized by the CITY for public disclosure.

PAYMENT SCHEDULE AND PENALTY:

Payments shall be made to the Contractor monthly, based on the portion of work completed and delivered to the Assessors during the preceding month. No payments will be made until the work is approved by the Assessors. The Assessors will review each monthly invoice and, within twenty (20) business days of its receipt, either approve it for payment as follows or return it to the Contractor with a written statement of reasons for its rejection. All monthly progress reports and work completed forms are subject to the review of the Massachusetts Department of Revenue for certification purposes.

Upon the Assessors' determination that the work performed for the preceding month has been satisfactorily completed according to the workplan and time schedules, a percentage payment representing ninety percent (90%) of the amount billed for that month shall be paid to the Contractor.

If the Assessor determines that the Contractor's invoice is inaccurate, the Assessor shall give written notice as stated above, specifying exactly what is unsatisfactory by item, and the Contractor shall make every reasonable attempt to correct the inaccuracy. The Assessor shall retain the right to delay payment, only for the specified item, until said item is resolved to the satisfaction of both the Assessor and the Contractor. Upon satisfactory resolution, the Assessor shall pay the Contractor said amount due, less ten percent (10%).

The remaining ten percent (10%) will be paid to the Contractor within sixty (60) calendar days following the satisfactory completion of all terms of the agreement for each calendar year, with the exception of Defense Of Values.

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 (HA, A, NA or U) 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:

Factor 1: CAMA Appraisal Software (HA, A, NA or U)

This criterion should evaluate the real property appraisal software solution, the level and quality of support and maintenance that the proposer will provide for the proposed solution, including ongoing upgrades, bug fixes, and technical support and training. (Rating: HA, A, NA or U)

Factor 2: Implementation or Operational Plan (HA, A, NA or U)

This criterion should evaluate the proposed implementation plan, including timelines, milestones, and resource requirements. It should also assess the proposer's project management approach. Compatibility with City's existing framework, technology, and operations should also be considered here. (Rating: HA, A, NA or U)

Factor 3: Contractor experience with other Valuation Update Programs in Massachusetts with a parcel count of 10,000 or greater: (HA, A, NA or U)

<u>Unacceptable:</u>	No experience in Massachusetts.
<u>Not Advantageous:</u>	Less than Fifteen successful Valuation Updates in Massachusetts.
<u>Advantageous:</u>	Fifteen or more successful Valuation Updates in Massachusetts.
<u>Highly Advantageous:</u>	Fifty or more successful Valuation Updates in Massachusetts.

Factor 4: Contractor Valuation Update experience with the *Appraisal Vision*® CAMA Software system or the alternate Solution proposed. (HA, A, NA or U)

<u>Unacceptable:</u>	No experience.
<u>Not Advantageous:</u>	Less than Ten Valuation Update projects.
<u>Advantageous:</u>	Ten to Fifty Valuation Update projects.
<u>Highly Advantageous:</u>	Fifty or more Valuation Update projects.

Factor 5: Experience of Project Manager to be assigned to this project and a MAI on staff for Defense of Values. (HA, A, NA or U)

<u>Unacceptable:</u>	No Valuation Update experience.
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<u>Not Advantageous:</u>	Less than Five Valuation Update projects performed by the Project Manager and/or no MAI on staff.
<u>Advantageous:</u>	Ten successful Valuation Update projects performed by the Project Manager and a MAI on staff.
<u>Highly Advantageous:</u>	Twenty or more successful Valuation Update projects performed by the Project Manager and a MAI on staff.

Factor 6: Level of satisfaction with Contractor's performance on other Massachusetts Cities and Towns for which Contractor has performed a Revaluation/Update. (HA, A, NA or U)

<u>Unacceptable:</u>	More than one City or Town reporting difficulty with Contractor performance.
<u>Not Advantageous:</u>	One City or Town reporting difficulty with Contractor performance.
<u>Advantageous:</u>	No City or Town reporting difficulty with Contractor performance and at least one City or Town reporting high satisfaction.
<u>Highly Advantageous:</u>	More than five Cities or Towns reporting high satisfaction and no City or Town reporting poor performance.

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 to 9, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

MINIMUM QUALITY REQUIREMENTS		YES	NO
1.	Five (5) years or more of experience in providing similar CAMA system, Revaluation Programs and Analytical Update Services to Massachusetts municipalities.		
2.	The vendor must have 10 years' experience, providing the Revaluation Programs and Analytical Update Services; and the ability to generate complete and accurate reports that are easy for the City staff to read.		
3.	The vendor must be responsive to the stated needs of the City of Somerville. Systems education and training must be provided by the vendor.		
4.	Vendor's staff members must have at least five or more years of residential Mass appraisal experience, along with MAA designations.		
5.	Evidence of financial stability. The proposal shall provide the name, address and telephone number of at least two financial references.		
6.	Furnish names, addresses, and phone numbers of all appropriate Massachusetts client municipalities, along with contact information, to which the proposer has completed revaluation programs and analytical update services.		
7.	Must be able to meet the start date of July 1, 2026.		
8.	The proposed appraisal CAMA software solution meets all requirements as described in the scope of services.		
9.	Provide a list of Massachusetts Municipalities for which the contractor has used the Vision version 8 CAMA Software or the replacement offering.		
10.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1 to 9 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 07/01/2026 and ends on or about 6/30/2029. 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 <https://www.mass.gov/info-details/gl-c-268a-the-conflict-of-interest-law-as-amended-by-c-248-acts-of-2024>. 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 # 26-28
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: Real Property Valuation Software and Consulting Services

- 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 **04/01/2026 by 3PM 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 Unit Prices for the following and include any additional fees not listed on a separate sheet or fee schedule as needed:

Software Maintenance:

FY 2027 CAMA Software Maintenance: \$ _____

FY 2028 CAMA Software Maintenance: \$ _____

FY 2029 CAMA Software Maintenance: \$ _____

GIS Maintenance:

FY 2027 GIS Maintenance: \$ _____

FY 2028 GIS Maintenance: \$ _____

FY 2029 GIS Maintenance: \$ _____

Public Web Hosting of Assessment Data:

FY 2027 Public Web Hosting of Assessment Data: \$ _____

FY 2028 Public Web Hosting of Assessment Data: \$ _____

FY 2029 Public Web Hosting of Assessment Data: \$ _____

Valuations/Appraisals

FY 2027 Interim Year Valuation: \$ _____

FY 2028 Interim Year Valuation: \$ _____

FY 2029 Interim Year Valuation: \$ _____

Additional Services	Fiscal Year 2027 7/1/26 to /6/30/27	Fiscal Year 2028 7/1/27 to 6/30/28	Fiscal Year 2029 7/1/28 to 6/30/29
Cloud Hosting LIVE CAMA Database (Optional) (Note: Please confirm if this is a required feature as of the software upgrade in FY24 and for future years.)			
Field Review service for 25% of the parcels in the city:			
Field Review of Residential Properties (per diem)			
Field Review of Commercial Properties (per diem)			
Residential Data Collection per parcel:			
Commercial Data Collection per parcel:			
Income and Expense Reconciliation (per diem)			
Imaging Services per parcel:			
Data Entry per diem:			
Litigation/Defense of Values per diem:			
Any Other Related Services/Fees:			
Any Other Related Services/Fees:			

Any Other Related Services/Fees:			
Any Other Related Services/Fees:			

Name of Company/Individual:

Address, City, State, Zip:

Tel #	Email:
--------------	---------------

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 # 26-28

SECTION 4.0

**Real Property Valuation Software and Consulting Services
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
- 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



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 **7/1/2026** “Living Wage” shall be deemed to be an hourly wage of no less than **\$18.85** 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

* 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 7/1/2026 is **\$18.85** 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: _____



**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: _____

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: _____



SOMERVILLE ORDINANCE TO SAFEGUARD

VULNERABLE ROAD USERS

CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

Prospective contractors must familiarize themselves with the City of Somerville’s Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.

a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.

b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.

2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.

a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor’s phone number.

3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.

a. Inspection stickers are not transferable.

b. Any major overhaul of safeguard equipment shall be required to be re-inspected.

4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.

a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.

b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.

5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at:

fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 “Requirements” in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

Authorized Signatory’s Name

Date

Company Name

I certify that the Ordinance does not apply to this contract for the following reason:

Vehicles do not meet or exceed Class 3 GVWR

Vehicles do not exceed 15 MPH

No vehicles on project

Other: _____

ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in feet of or along side of the vehicle.



CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.



SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be "safety yellow" in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

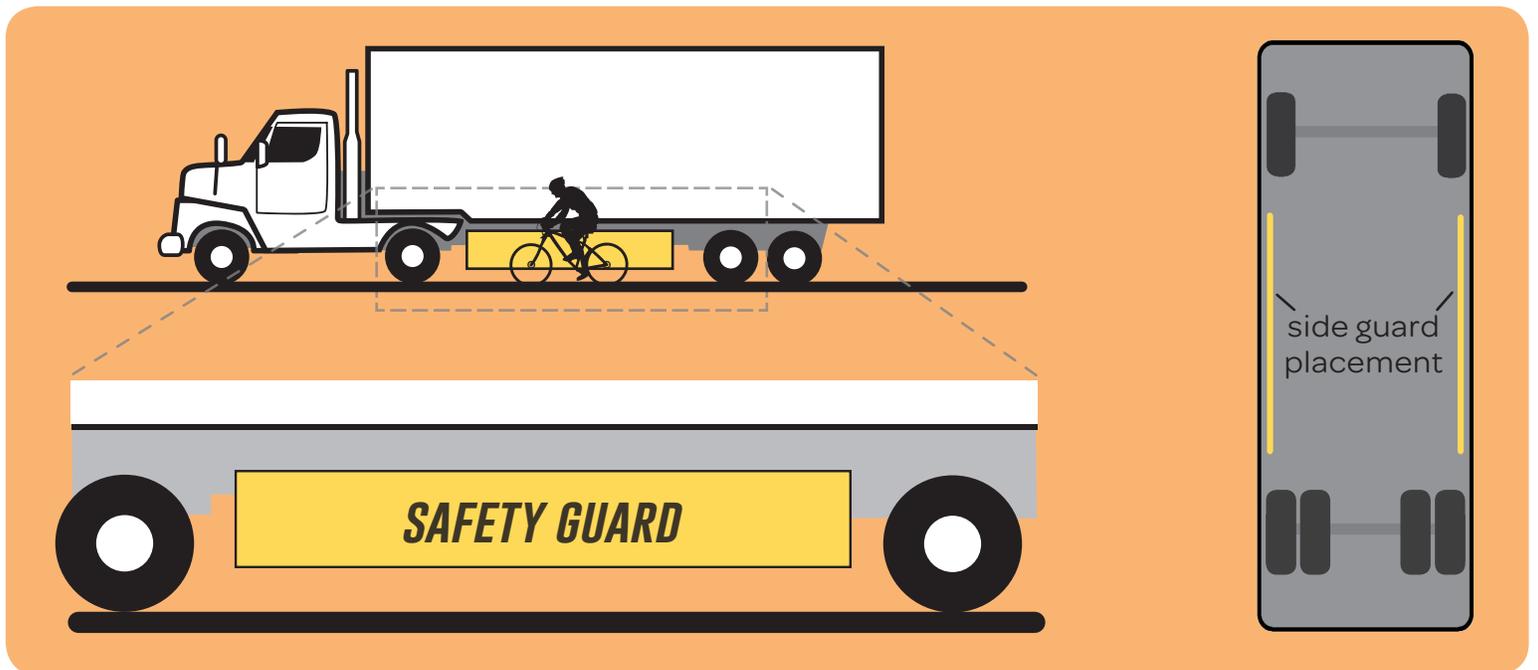
Email inspection forms to: FleetInspections@SomervilleMA.gov



CITY OF SOMERVILLE TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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.

Social security number									
				-					
or									
Employer identification number									

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

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.

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

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-INT (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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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. You may also get this form by calling 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/EIN. Go to 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 to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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), ABL 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional 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 ⁴
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. 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 Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

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

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

B. PROFESSIONAL LIABILITY.....\$ 1,000,000.00

C. CYBER LIABILITY.....\$ 1,000,000.00

D. 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

E. 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 & 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
	GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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.