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BID ADDENDUM #1

To: All Bidders

From: Rita V. Brousseau, Chief Procurement Officer

Date: September 13, 2017

Re: SPED IEP Student Data Management System with Translation Services RFP

This Addendum modifies and forms a part of the Bid Set documents dated August 31, 2017.

This Addendum consists of the following: three (3) typed pages.

Where any items called for in the bid documents are supplemented here, the supplemental requirements shall be considered as added thereto. Where any original item is amended, voided, or superseded here, the other provisions of such items not specifically amended, voided, or superseded shall remain in effect.

I. The following items are the City's responses to Bidder questions:

1. **Question:** For which language/languages is Lawrence Public Schools (LPS) requesting pricing?
Answer: The district is requesting pricing for overall translation - predominantly Spanish (Caribbean/Dominican or Latin American) with a few cases of French, Haitian Creole, Vietnamese, and Khmer.
 - Is LPS requesting pricing for Spanish (Spain), Spanish (Latin America) and/or Spanish (Other)?
2. **Question:** Will LPS provide vendor(s) with translation memories (TMs)?
Answer: No – the translated documents are currently stored in the existing IEP system and would be the data that needs to be archived as per RFP. Quality is reviewed by in-house staff who do translation as needed.
 - What is your quality assessment of the existing translations?
3. **Question:** What was LPS's spend for translation services in fiscal year 2017?
Answer: eSPED is our current provider as part of their contract with the district. We are estimating 1,500,000 words for translation based on the past few years of data. The cost proposal is part of the RFP and not a set amount.

- Who is/are the current supplier(s)?
4. **Question:** How will the responses be weighted?
Answer: This criteria is clearly outlined in the RFP.
 5. **Question:** What is the database being used ? Is the database directly accessible through a userid / password ?
Answer: This district is currently using eSPED, which is a web-based system access granted using a user id and password with assigned security/access levels.
 6. **Question:** Will you equally consider bids for a custom developed solution that meets all requirements instead of an existing off the shelf software?
Answer: Yes, but only if the vendor can provide and maintain the system in full compliance with all federal and state laws and regulations relative to Special Education IEP development, including all form revisions, additional components that may be added, and have the system developed and ready to implement on October 1, 2017.
 7. **Question:** When would the new system need to be live?
Answer: October 1, 2017
 8. **Question:** Have you evaluated existing software and do you have any strong preferences?
Answer: We have utilized existing systems. No preference is noted as this is an open RFP and the requirements of the system are noted in the Specifications.
 9. **Question:** Will this system be replacing in whole or in part the functionality provided by Pearson PowerSchool and/ or eSPED? Will these programs continue to be used? We understand the requirement to retain the historical data, just clarifying system availability.
Answer: This system will be replacing eSPED, which is currently in use in the district. PowerSchool remains our current student data management system.
 10. **Question:** What is the budget for the implementation, support, hosting and translation if separate?
Answer: There is no pre-determined budget for the system being sought as the purpose of the RFP is to find the most responsive proposal to meet the district's needs.
 11. **Question:** Does the City of Lawrence currently use an online translation vendor for any of your services?
Answer: No
 12. **Question:** Would you consider a solution that incorporated a translation vendor?
Answer: As long as the translation vendor can turn around the volume noted in the RFP in compliance with regulatory timelines (48-72 hours)
 13. **Question:** Have any detailed requirements gathering or design been conducted internally outside of those listed on the RFP?
Answer: No
 14. **Question:** Will there be stakeholder involvement from IT, Marketing, Business/ PMO groups throughout this process, but specifically in the design and planning phases?
Answer: No, as the RFP was sent out for a system as outlined, so not specifics on design and planning phases are incorporated.
 15. **Question:** Will there be opportunity to validate with additional stakeholders such as Faculty or other relevant parties?
Answer: No

16. **Question:** Can you share the technology stack the system would be living on?
Answer: The RFP calls for a web-based solution and the technical details are noted in Section 3 in the RFP.
17. **Question:** Please share the technology preferences/ constraints we must or should adhere to including IT staff language expertise. Would this staff need to be trained on maintaining the system, or do you expect to fully outsource this to the vendor? ?
Answer: The RFP calls for a web-based solution and the technical details are noted in Section 3 in the RFP.
18. **Question:** Can you explain the user definition, and what you would require the administrators and support staff to be trained on versus the expected 250 end users of the system?
Answer: A user is a person who will need to access the system to input information into the system for IEP and that includes support personnel, district administrators, and school-based special education staff.
19. **Question:** PowerSchool Group LLC has a question regarding comparative evaluation criteria #3 in section 6, on page 19. In lieu of providing translators, would Lawrence Public Schools be open to a free, built-in translation service nearly as accurate as translators, that could potentially save the district hundreds of thousands of dollars?
Answer: Since translation accuracy is critical given that the IEP is a legal document and Special Education is a litigious field, we cannot rely on a built-in translation service.
20. **Question:** Can companies from outside Canada can apply for this, for example; India or USA?
Answer: Due to the complexity of statutes regarding SPED data and secure transactions, countries outside the U.S. may not be able to comply.
21. **Question:** Do we need to physically be on-site for meetings?
Answer: Yes
22. **Question:** Can we perform tasks related to the RFP outside Canada?
Answer: We prefer the company be within the United States.
23. **Question:** Can we submit the proposals via email?
Answer: No. M.G.L. c.30B require all RFP's only be submitted via mail or hand delivery in a sealed envelope as clearly stated in the RFP.

NOTE TO ALL BIDDERS: YOU MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON YOUR BID SUBMISSION FORM WHERE INDICATED.

SPED IEP STUDENT DATA MANGEMENT SYSTEM WITH TRANSLATION SERVICES

REQUEST FOR PROPOSALS



CITY OF LAWRENCE, MASSACHUSETTS

RELEASED: THURSDAY, AUGUST 31, 2017

DUE BY: TUESDAY, SEPTEMBER 19, 2017 BY 11:00 AM

DELIVER TO:

**City of Lawrence
Office of the Purchasing Agent
200 Common Street, Room 301
Lawrence, MA 01840**

SPED IEP STUDENT DATA MANAGEMENT SYSTEM WITH TRANSLATION SERVICES

RESPONDENT'S CHECKLIST

Please ensure all documents listed on this checklist are included, and/or acknowledged with your submission. Failure to do so may subject the proposer to disqualification.

TECHNICAL PROPOSAL ENVELOPE SHALL CONTAIN ONE (1) ORIGINAL AND THREE (3) COPIES OF THE FOLLOWING:

- _____ Respondent's Checklist (this form)
- _____ Letter of Transmittal
- _____ Project Narrative/Plan of Services
- _____ Certificate of Non Collusion
- _____ Certificate of Tax Compliance
- _____ Clerk Certificate
- _____ W9 Form
- _____ References
- _____ Acknowledgement of Addenda (submission of copy of addenda issued, if any)

COST PROPOSAL ENVELOPE SHALL CONTAIN 1 ORIGINAL *ONLY* THE FOLLOWING:

- _____ Cost Proposal (cost sheet included in bid)



CITY OF LAWRENCE REQUEST FOR PROPOSALS

SPED IEP STUDENT DATA MANAGEMENT SYSTEM WITH TRANSLATION SERVICES

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Section 1

INTRODUCTION

The City of Lawrence is soliciting proposals from qualified vendors interested in providing a web-based, integrated special education IEP/student data management System with translations services for the Lawrence Public Schools to implement throughout the school district. The system needs to convert existing student data from PowerSchool, the student data management system, and other applications into one tool for the Lawrence Public Schools to utilize in their day-to-day operations. The successful vendor must be able to directly provide the appropriate software solution that is compliant with all Federal and Massachusetts General Laws and regulations, sufficient licenses for implementation district-wide, all future software upgrades and enhancements, training and on-going support, and translation services for IEPs that are developed using the system, sign any contracts including software license agreements, in accordance with the terms, conditions and specifications outlined in the attached contract template.

The Lawrence Public Schools requires a vendor that offers a turn-key solution, which provides installation of the solution, data conversion from existing data sets, and on-site consultation and training. The contract will be awarded in the aggregate for a three year period

Section 2

GENERAL INSTRUCTIONS AND CONDITIONS

1. Pursuant to M.G.L. Chapter 30B, the City of Lawrence seeks proposals from qualified bidders interested in providing SPED IEP Student Data Management System with Translation Services for a three-year contract period. Separately sealed price and non-price (technical) proposals are due on or before **11:00 a.m., Tuesday, September 19, 2017** at the Office of the Purchasing Agent/CPO. Late proposals will not be considered.
2. The Chief Procurement Officer, after a recommendation from the evaluation committee and consultation with the Mayor, will make an award of contract taking into consideration price and services to be provided to the City. An award of contract will be made within thirty (30) days after the proposal submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) days by mutual agreement.
3. If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed or mailed to all proposers on record as having received the RFP package. If the City issues any addenda to this RFP, each proposer shall acknowledge on the Price Proposal Form the receipt of each addendum by addendum number.
4. Questions concerning this RFP must be submitted in writing to Rita V. Brousseau, Purchasing Agent, before **noon on Monday, September 11, 2017**. Questions may be mailed, delivered, faxed to 978-722-9120 or emailed to rbrousseau@cityoflawrence.com. Written responses will be emailed to all proposers on record as having received the RFP package. ***The City of Lawrence has identified a sole point of contact with bidders for the purpose of this RFP. Any attempt to contact any other City of Lawrence employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.***
5. All proposals received by Lawrence in response to this RFP shall be considered "firm" and may only be withdrawn as provided by M.G.L. c.30B. A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or

withdrawal and received in the Office of the Purchasing Agent prior to the time and date set forth for proposal submission.

6. After the proposal submission deadline, a proposer 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.
7. The City reserves the right to cancel this RFP, 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.
8. Proposals which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
9. The contract award is subject to an appropriation by the City Council for the fiscal year in which the contract is executed and for any subsequent fiscal year during the contract term.
10. It is prohibited for any proposal to be submitted that would constitute a violation of the conflict of interest statute, M.G.L. chapter 268A.

ANTICIPATED RFP TIME TABLE

Dates and times listed on this RFP Time Table are subject to change.

RFP issued	Thursday, August 31, 2017
Deadline for submitting questions	Noon, Tuesday, September 12, 2017
Proposals due	11:00 a.m., Tuesday, September 19, 2017
Evaluation of proposals	September 20 – 22, 2017
Award of contract	September 26, 2017

SUBMISSION OF PROPOSALS

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

Letter of Transmittal. Each proposal shall include a letter of transmittal, not to exceed two pages in length, which bears the signature of an authorized representative of the prime Contractor and designates by name not more than two (2) individuals who will execute the contract with Lawrence on behalf of the prime Contractor. The letter of transmittal shall also state that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.

The letter of transmittal may also briefly set forth any particular technical information the proposer wishes to bring to the City of Lawrence's attention.

Submittal Requirements

All respondents are required to include the following information in the submittal as a minimum. Respondents are to number and name each section as follows:

1. **Vendor Summary.** The proposal must contain a brief summary of when the company was founded, the number of employees and the address of the local office. Also, provide a summary narrative and graphic depiction, as appropriate, explaining why the selection of the vendor is the superior means for meeting the Lawrence Public School's requirements in accordance with the specifications.
2. **Methodology & Approach** - Describe how the proposed system meets the requirements of the web-based, integrated special education/IEP student data management system described in this RFP. This shall include a detailed description of the system and the support services to be provided and evidence of the following:
 - Evidence that proposed system complies with IDEA, as well as state of Massachusetts reporting needs.
 - Describe your approach the proposed system operating and data conversion requirements listed in Section 3 of this RFP.
 - Compatibility with major applications such as Microsoft Office and other ODBC compatible applications.
 - Describe how you will convert and transfer existing files to the proposed system while protecting student data.
3. **Deliverables/Goals** – Describe, in detail, the following goals:
 - Describe how the proposed system meets or exceeds the requirements of the student data management system, specifically; software specifications, hardware, help desk support, technical support and training.
4. **Qualifications and Experience** - Provide relevant information regarding previous experience related the services described in this RFP.
 - How many qualified application programmers are employed by the vendor?
 - How many public schools have installed the vendor's system? How many of these have converted data from PowerSchool and existing IEP systems?
 - How many years has the vendor been marketing the system to public schools?
 - How many qualified translators are employed by the vendor and for which languages are translators available?
 - Is the proposed system marketed nationally?
 - Is the system sold by the vendor and/or through resellers?

FORM AND STRUCTURE OF PROPOSAL

Technical Proposal

One (1) ORIGINAL and three (3) COPIES of the Technical Proposal must be submitted in a sealed envelope and labeled as follows: **SPED IEP STUDENT DATA MANAGEMENT SYSTEM WITH TRANSLATION SERVICES.**

To be considered a complete bid, bidders must include all of the following in their submittal. The bid must be organized in the following manner:

- **Letter of Transmittal.** Each bid shall include a letter of transmittal, not to exceed two pages in length, which bears the signature of an authorized representative of the prime Contractor and designates by name not more than two (2) individuals who will execute the contract with Lawrence on behalf of the prime Contractor. The letter of transmittal shall also state that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.

The letter of transmittal may also briefly set forth any particular technical information the proposer wishes to bring to the City of Lawrence's attention.

- **Submittal Requirements.** Detailed information as enumerated on Page 6.
- **Required Forms.** In this section shall be a fully completed and signed Clerk Certificate, Certificate of Non-Collusion, Certificate of Tax Compliance and W9 Form. Proposals submitted without any one of these forms may result in rejection of your proposal.
- **References.** The vendor must provide a list of schools/school systems and a point of contact at each school that uses the proposed web-based, integrated special education/IEP student data management system with translation component.

Cost Proposal

One (1) ORIGINAL completed cost proposal sheet must be submitted in a sealed envelope and labeled as follows: **SPED IEP STUDENT DATA MANAGEMENT SYSTEM WITH TRANSLATION SERVICES.**

- **Completed Cost Proposal:** Cost sheet included in Section 4, Cost Proposal.

Pursuant to M.G.L. c. 30B, each proposal will be embargoed upon opening until such time as the City has completed the evaluation and selection process.

Proposals received by the City after the deadline shall be refused and returned unopened to the respected proposer.

Delivery of the proposal documents will be at the bidder's expense. Any and all damages that may occur due to packaging or shipping of the proposal documents will be the sole responsibility of the proposer.

RULE FOR AWARD

A three-year contract shall be awarded to the responsive and responsible proposer offering the most advantageous proposal taking into consideration price and services to be provided.

PROPOSERS' EXAMINATION OF THE RFP

Proposers shall examine all information and materials contained in and with this RFP. This shall include, but not limited to, all relevant laws and regulations of the Commonwealth of

Massachusetts and the United States Government. Failure to do so shall be at the proposer's risk.

EXCEPTIONS TO THE RFP

All exceptions to this RFP shall be clearly identified and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Lawrence, and a description of the advantages to be gained by Lawrence as a result of these exceptions.

INCURRING COSTS

Lawrence shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying any demonstration or other requirements.

Lawrence shall not reimburse any costs incurred by proposers in anticipation of being awarded the contract under this RFP.

Lawrence shall not accept billings for additional costs except as may be otherwise specified in this RFP or the Agreement pursuant hereto.

RESPONSIBILITIES OF PRIME CONTRACTOR

The successful proposer shall be considered as the prime Contractor and shall be required to assume total responsibility for all billing and mailing services offered in its proposal, whether or not it is the manufacturer, producer, author or supplier of them.

Lawrence shall consider the successful proposer to be the sole point of contact with regard to all contractual matters, including the performance, service of and payment for services rendered.

PROPOSALS CONSIDERED "FIRM"

All proposals received by Lawrence in response to this RFP shall be considered "firm" and may only be withdrawn as provided by M.G.L. c.30B. Any proposer wishing to withdraw its proposal prior to the date and time specified in this RFP for submission shall send a letter by certified mail, return receipt requested, to the Chief Procurement Officer in advance of such withdrawal.

FIRM PRICE

Prices offered by the proposer shall be firm and not subject to increase during the term of any contractual agreement arising between Lawrence and the successful proposer as a result of this RFP, except as may be otherwise provided in this RFP or the contract pursuant to it with the successful contractor.

TERMINOLOGY

Terms used in this RFP are not intended to imply or denote a particular contractor and are not to be construed as restrictive in any way. All references in this RFP to specific products or suppliers are intended for illustrative or explanatory purposes only with no endorsement intended or implied by the City.

CASH DISCOUNTS

The proposer's proposal shall offer its lowest and best price for any and all goods and services requested in this RFP. This should include all discounts available for local governments, school districts or otherwise.

The unit price proposed for each item shall include all applicable discounts for each such item on an item-by-item basis. **"Bottom line" or total discounts will not be accepted.**

AVAILABILITY OF FUNDS

If the City of Lawrence should not, for any reason at any time, appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the City's Chief Procurement Officer shall cancel any contract pursuant to this RFP without penalty upon thirty (30) days' notice to the successful proposer.

NO ASSIGNMENT

Assignment by the successful contractor to any third party of any contract based on this RFP or any monies due shall be absolutely prohibited.

FORCE MAJEURE

Neither the proposer nor the City shall be liable, nor may either cancel the Agreement pursuant to this RFP, when delays arise out of causes beyond the control and without the fault or negligence of the proposer or the City. Such causes may include but are not restricted to acts of God or the public enemy, acts of the City in sovereign capacity, fires, floods, lightening strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather (defined as any weather situation which requires the Governor of the Commonwealth of Massachusetts to declare a state of emergency). In every case, the delay must be beyond the control and without the fault or negligence of either party.

If the proposer is delayed in her performance as a result of the above causes, the City may either (1) extend the time for completion of such responsibilities for a period equivalent to the time lost for completion of such responsibilities by reason of any or all of the aforesaid causes, or (2) secure substitute performance at its own cost and expense during the duration of the excusable delay and reduce performance and payment under this Agreement, or (3) terminate all or a portion of this Agreement when the delay totally precludes the proposer's performance or materially affects it and the delay continues for a delay of thirty (30) days. The City agrees that within ten (10) business days after commencement of the delay, it shall give the proposer written notice of its election as to options 1, 2, or 3.

LIABILITY AND INSURANCE

Proposers shall save and keep Lawrence harmless from any and all legal liability which may be established on behalf of any person or persons or corporation, whomsoever for, growing out of the normal use of these services.

The successful proposer shall take out and maintain during the life of the contract pursuant to the RFP such Public Liability and Property Damage Insurances as shall protect him and any subcontractor performing work covered by this contract from claims for damages for injury, including accidental death, as well as for claims for property damage which may arise from operations by himself or by his subcontractor(s) or by anyone directly or indirectly employed by either of them. The successful proposer shall also take out and maintain for the term of the contract all coverages required by statute or regulation.

General liability insurance shall be maintained in the amount of \$500,000 including property damage in the amount of \$500,000. Bodily injury insurance shall be maintained in the amount of \$500,000/\$1,000,000. Proof of the existence of such coverage shall be furnished to the City of Lawrence at the time of execution of the contract. The City of Lawrence shall be named as an insured.

The contract between the City of Lawrence and the successful proposer shall have the proposer hold the City harmless and indemnify the City for damages arising from proposer's actions. No exception to this part of the contract will be accepted.

THE CITY OF LAWRENCE SHALL ACCEPT NO EXCEPTIONS TO THIS SECTION.

CONFIDENTIALITY

Under the Massachusetts General Laws, the City of Lawrence cannot assure the confidentiality of any material or information, which may be submitted by a proposer in response to this RFP. Thus, proposers who choose to submit confidential material or information do so at their own risk.

RIGHTS TO SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by proposers shall become the property of Lawrence when received. Lawrence shall have no obligation to return any such submitted material.

Supporting technical manuals will be returned at the request of the contractor. Lawrence retains the right to use any or all system ideas presented in any proposal in response to the RFP, whether amended or not. Selection or rejection of any proposal does not affect this right.

NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

1. The proposer shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The proposer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the proposer of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the proposer agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.
3. In the event of the proposer's noncompliance with the provisions of this section, Lawrence shall impose such sanctions as it deems appropriate, including but not limited to:
 - (a) Withholding of payments due the proposer until the proposer complies; and
 - (b) Termination or suspension of any contract or agreement pursuant to this RFP.

COPY OF STANDARD CONTRACT

This RFP contains a sample copy of the City of Lawrence Standard Contract that the successful bidder(s) will be required to sign, upon notification of contract award. Software license agreements may be incorporated into the Standard Contract, under Schedule A – Scope of Services, subject to the approval of the City Attorney. Any software licensing agreements that are to be part of the Standard Contract must be included with the bid documents in order to allow the City Attorney to review the agreement(s), prior to awarding to the contract(s).

Section 3

SCOPE OF SERVICES

Introduction

This section outlines the specific requirements for the web-based, integrated special education/IEP student data management system with translation services to be purchased by the Lawrence Public Schools.

The Lawrence Public Schools operates on a wide area network, which connects all of its schools through internet ports and wireless points. The schools are all linked using Pearson's PowerSchool system for all student data management and the current web-based IEP system is eSPED. The district demographics require the translation of IEP documents into several languages, but the primary translation language is Spanish.

The Lawrence Public Schools has recently integrated their student data systems using a Systems Operability Framework (SIF) agent to manage reporting requirements to the Massachusetts Department of Elementary and Secondary Education and to support ability to create current data reports across schools. The ultimate goal is to have solutions that integrate all data into one application package that would provide users with more user friendly interfaces, and at the same time, still maintain the high level of security to protect the student data and user privacy. In order to accomplish this goal, we are looking for a vendor that could provide us with the best technology available at the most affordable costs.

Overview of the Lawrence Public Schools

Student Population and Administration Staff

The following chart represents an estimate of the number of students that will be attending each school and the number of administrator and support staff that will require access to the Special Education IEP/Student Data Management System.

Schools/Academies:	32
Central Office:	1
Student Enrollment:	14,000
Special Education Enrollment:	2,900
System End Users:	250

Requirements of the New System

System Component Requirements:

- A **Referral** component that builds on the RTI component or allows for new entry of students upon initial referral for special education or Section 504 services.
- Individualized Education Program (IEP)** development that meets all Massachusetts requirements, including transition plans, manifestation determination outcomes, SLD forms, Behavior Plans, Extended Evaluations, etc. and includes translated versions of all required IEP forms.
- Section 504 Individualized Accommodation Plans (IAP)** development that meets all Massachusetts requirements, including manifestation determination outcomes, Behavior Plans, etc. and includes translated versions of all required IAP forms
- Translation Space for all IEP and IAP documents** – preferably dual screen for translation entry as IEP/IAP narrative sections are being completed. Current translation needs have been 1,600,000 words per year.
- Report Creation** based on all elements of student data in the system or on IEPs/IAPs, as well as template reports for all State Reporting Requirements.

- f. **Embedded Spelling and Grammar Check** features for all narrative sections of all documents
- g. An **Archive** component that allows annual storage of all documents associated with the development of an IEP/IAP as part of student records.

Optional Add On Modules:

- a. A **Response to Intervention (RTI)** component that allows school support team leads to document interventions and outcomes for services provided at the school level prior to referral.
- b. A **Muni-Health (Medicaid)** component that will gather data for reimbursement submission

System must:

- a. Be wide area networkable and provide options to be either server based or hosted
- b. Be user friendly with Graphical User Interface (GUI)
- c. Import data from different sources/applications on a scheduled daily basis
- d. Easily export real-time data into third party reporting applications, such as Access, Excel, and Crystal Reports
- e. Run in conjunction with our current major applications such as Microsoft Office and other ODBC compatible applications.
- f. Provide extensive user training via on-line help and/or tech support services
- g. Provide reliable and efficient technical and help desk support
- h. Significantly reduce time to collect data and to run reports
- i. Be reliable with high security level to protect student data and user privacy with convenient access for authorized personnel.
- j. Enhance accuracy and integrity of student data
- k. Provide necessary State and District Reports
- l. Comply with IDEA, as well as state of Massachusetts reporting needs
- m. Have a highly scalable architecture to meet our growing needs
- n. Provide system redundancy and efficient data backup and restore features.

Proposed System Operating and Data Conversion Requirements

Operating System

- 1. The proposed special education/IEP student data management system must either reside on a dedicated centrally accessible Windows-based server or be hosted on the vendor's network. All school buildings and the Central Office will access the system over our wide area network or over a secure internet connection.
- 2. The proposal must recommend the operating system if the proposed system is to reside on a dedicated centrally accessible Windows-based server.
- 3. The proposed system must be accessible to all Windows-based client computers or industry standard internet browsers such as Google and Internet Explorer.

Main features

- 1. The proposed system must provide the ability to enter the criteria for data query. The results of the queries can be sorted, prioritized and charted for reporting and analytical purposes.
- 2. The proposal must state if and how prior year's data are accessed.
- 3. The proposed system must be expandable to accommodate the growth of the data.
- 4. The proposed system must allow for different levels of access and security for data access based on role and functions assigned to end users
- 5. Data transferable and accessible within school as well as across district to authorized personnel

File Conversions

The current data in the eSPED system must be converted to the new student data management system. Additionally, the historical data from the current system must be converted or archived for easy access. These files are used to compare and report historical data and also to review and plot the trends for analytical purposes. The proposal must state whether our history files can be converted into the new formats and the cost of conversions.

Additionally, the data management system needs to provide for the importing of student data files from other existing sources/programs, such as: PowerSchool, InfoSnap, and Health Master.

Recommended Hardware

The vendor must provide the recommended hardware configuration for required file servers, if applicable. The Lawrence Public Schools will purchase the necessary hardware from other vendors under contract with the school department.

Server Configuration

- a. Type processor and processor speed
- b. Memory
- c. Hard drive
- d. Other hardware devices or cards

Help Desk Support

The vendor's response must include the following:

- a. Do they have a help desk supported by dedicated help desk personnel or is the help desk function performed by personnel with other duties?
- b. The number of qualified help desk personnel.
- c. A toll free telephone number and hours of operation (EST)
- d. Is the help desk support throughout the entire year, less holidays? If not, state when help desk support will not be available.
- e. Is on-site technical support part of standard annual maintenance package?

Technical Support

The vendor must state the services or support that will be provided during the period of the contract. If there are specific costs associated with providing technical support, it must be provided in the appropriate chart in Section 4. User manuals must also be provided, preferably electronic versions. If there are any associated costs for these manuals, it must be provided in the appropriate chart in Section 4.

Training

The vendor must provide a description of all appropriate training recommended for administrators and support staff. Any costs for the training must be provided in the appropriate chart in Section 4.

Technical Considerations

The vendor's response must include the following:

- a. How will data from prior years be available?
- b. Access to the data must be restricted to only authorize school and district personnel. If the data access over the internet is available, the connection must meet the strict standards of secure internet connection at 128-bit Cipher Strength.
- c. Define the security procedures within the proposed system. Do the security procedures include the ability to time-out the application if no key has been pressed for a very limited period of time? This feature will safeguard displayed screens left unattended.

Software Licenses/Cost

The vendor must state whether there are any restrictions on the number of users that can simultaneously access the proposed software within either a school building or across the entire district. If software users will be restricted based upon the number of software licenses, this must be stated within the proposal. Software costs and license agreement costs must be provided in the appropriate chart in Section 4.

Vendor Checklist	YES	NO
1. Does the vendor guarantee that the Web-Based Student Data Management System proposed in Section 4 will meet all the specifications as described in Section 3 of this RFP?	_____	_____
2. If the vendor is not bidding on all items, as listed in Section 3, has the vendor clearly marked "N/B" (no bid) next to the item(s), in Section 4 (Cost Proposal), indicating that they are not bidding on that particular item?	_____	_____
3. Converts existing student data from PowerSchool and other student data programs in the Lawrence Public Schools?	_____	_____
4. Provides Help Desk Support?	_____	_____
5. Ability to access prior years' data?	_____	_____
6. Provides user security functions?	_____	_____
7. Networked and easily accessible by all users?	_____	_____
8. Provides a report writer feature or another software product that can easily create necessary reports?	_____	_____

SECTION 4

COST PROPOSAL

This form will be used by the Proposer as their Cost Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Proposers must complete this form in its entirety and submit it in a **separate envelope labeled Cost Proposal**. No pricing information should be included in the Non-Cost Technical Proposal.

Introduction

The proposal must include all cost information within this section and be submitted in accordance with Section 1.3. The vendor may submit spreadsheets with the appropriate costs based upon the following charts or they may complete the charts and submit them with their response. Contract will be awarded for a three year period and vendors must provide cost proposal accordingly.

1. Special Education IEP/Student Data Management System

The following chart must be used to reflect the software cost on the proposed special education IEP/student data management with each specified component listed separately with the cost associated. Please note if there is a package cost for specific components. If a district license is being proposed that cost and the number of licenses must be provided. Also provide cost of additional user licenses. If building licenses are being proposed, cost of various ranges of licenses based upon support staff within each building must be proposed.

SPECIAL EDUCATION IEP/STUDENT DATA MANAGEMENT SYSTEM COST

<u>DESCRIPTION</u>	<u>COST</u>
_____	_____
_____	_____
_____	_____

2. Translation Services

The vendor must provide the initial year costs for translation services as projected annual costs for the other two years of the contract period.

TRANSLATION SERVICES

<u>DESCRIPTION</u>	<u>COST</u>
_____	_____
_____	_____
_____	_____

3. System Support

The vendor must provide both the initial year's cost for system enhancement and support as well as projected annual costs for the other two years of the contract period for receiving upgrades, enhancements or support.

SYSTEM SUPPORT

<u>DESCRIPTION</u>	<u>COST</u>
_____	_____
_____	_____
_____	_____

4. Documentation

The vendor must provide costs for all user manuals for the proposed student data management system. If on-line documentation is available, this cost, if not included in the system cost, must be provided.

DOCUMENTATION COST

<u>DESCRIPTION</u>	<u>COST</u>
_____	_____
_____	_____
_____	_____

5. Warranty Performance and Service and Annual Maintenance & Support Fees

- I. All warranties and guarantees must be stated in the proposal.
- II. Any annual costs associated with any warranty or maintenance/support fees must be stated in the following chart:

WARRANTY AND MAINTENANCE/SUPPORT COST

<u>DESCRIPTION</u>	<u>COST</u>
_____	_____
_____	_____
_____	_____

6. Training

The vendor must provide costs for any recommended training.

TRAINING COST

<u>DESCRIPTION</u>	<u>COST</u>
_____	_____

_____	_____
_____	_____

7. Other Costs

If there are any additional costs that may be incurred but were not specifically specified within the proposal, they must be identified in the following chart.

OTHER COSTS

<u>DESCRIPTION</u>	<u>COST</u>
_____	_____
_____	_____
_____	_____

Total Contract Price Year 1 \$ _____

Total Contract Price Year 2 \$ _____

Total Contract Price Year 3 \$ _____

GRAND TOTAL COST FOR THREE YEARS \$ _____

Section 5

MINIMUM EVALUATION CRITERIA

A contract(s) will be awarded to a responsive and responsible contractor who has submitted a proposal which conforms in all aspects to the Request for Proposal. A responsive contractor is a contractor who has submitted a proposal, which conforms in all respects to the request for proposals. A responsible contractor is a contractor who has the capability to perform fully the contract requirements and the integrity and reliability to, which assure good faith performance.

At a minimum, the services being offered to the City as a result of this RFP, must meet the following requirements. Proposals which do not meet the minimum requirements as set forth herein may be considered unresponsive, at the City's sole discretion, and may be rejected.

MINIMUM EVALUATION CRITERIA		YES	NO
1.	No documentable record of non-performance or significant unsatisfactory performance? <ul style="list-style-type: none">Bidders must list any unsatisfactory or non-performance reports against them and any pending litigation(s). Listed shall be the reporting municipality, contact person & telephone number.		
2.	Proposer has guaranteed compatibility interfacing with existing management and student software used within the Lawrence Public Schools?		
3.	Proposed system provides the required translations services for IEP/IAP's developed in the system?		
4..	Bidder has submitted a complete proposal with all required documents signed; i.e. Non Collusion, Tax Compliance, Clerk Certificate and W9; as instructed in Form and Structure of Bid in this IFB?		

Section 6

COMPARATIVE EVALUATION CRITERIA

The City of Lawrence shall apply the criteria, which follows in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposers overall qualifications, including technical abilities and previous experience. **Proposers should clearly respond in writing to each criterion as enumerated, responses to the following areas shall be complete and full.**

The Chief Procurement Officer will select an individual(s) to assist in evaluating the proposals. The individuals will review each proposal- and provide the Chief Procurement Officer with a recommendation regarding “responsiveness” or “non-responsiveness.”

Proposals that fulfill all "minimum" criteria will be evaluated on the basis of "Comparative Evaluation Criteria.”

The ratings of "Highly Advantageous", "Advantageous", "Non Advantageous" and/or "Unacceptable" will be used to evaluate each proposal using the following evaluation criteria:

1. Experience of the Proposer

Proposer’s experience implementing a special education IEP/student data management system on a wide area environment.

Highly Advantageous – Proposer has successfully implemented the proposed web-based, integrated special education/IEP student data management system with translation component on a wide area environment in more than fifteen (15) Massachusetts school districts.

Advantageous – Proposer has successfully implemented the proposed web-based, integrated special education/IEP student data management system with translation component on a wide area environment in more than twenty-five (25) school districts of which at least five (5) are in Massachusetts.

Not Advantageous - Proposer has successfully implemented the proposed web-based, integrated special education/IEP student data management system with translation component on a wide area environment in less than fifteen (15) school districts of which at least five (5) are in Massachusetts.

Unacceptable – Proposer has no experience implementing the proposed web-based, integrated special education/IEP student data management system with translation component on a wide area environment.

2. Staffing (Assigned Personnel)

Proposer’s list of assigned personnel and support staff for the program(s) being offered.

Highly Advantageous – Proposer has provided an organizational chart and resumes identifying all personnel assigned to both the implementation of the software and all help desk/technical and training support staff and has indicated a plan for the training of LPS staff.

Advantageous – Proposer has provided an organizational chart identifying all personnel assigned to both the implementation of the software and all help desk/technical and training support staff and has indicated a plan for the training of LPS staff.

Unacceptable – Proposer has not provided an organization chart or list of personnel and support staff that will implement the software and did not include a plan for the training of LPS staff.

3. Translation Services

The Lawrence Public Schools requires a vendor who has availability of translation services for documents created within the IEP/Data Management System to ensure district compliance with provisions of IEPs in native language within state mandated timelines.

Highly Advantageous - The vendor has experienced translators available for translation of documents in the IEP/Data System in Spanish and at least 8-10 other high need languages.

Advantageous - The vendor has experienced translators available for translation of documents in the IEP/Data System in Spanish and at least 5-7 other high need languages.

Not Advantageous - The vendor has experienced translators available for translation of documents in the IEP/Data System in Spanish and at least 2-4 other high need languages.

Unacceptable - The vendor has no experienced translators available for translation of documents in the IEP/Data System.

4. System

The Lawrence Public Schools requires a special education IEP/student data management system that will run unmodified on its current computer hardware.

Highly Advantageous - The student data management system will run without modification to perform all necessary application tasks.

Advantageous - The student data management system will run with minimum modification to perform all necessary application tasks.

Not Advantageous - The student data management system will run with major modification to perform all necessary application tasks.

Unacceptable - The student data management system will not run on existing hardware.

5. Software Warranty

The Lawrence Public Schools requires a vendor that will ensure full responsibility for all software warranties, performance and enhancements for at least the first year.

Highly Advantageous - The vendor will assume full responsibility for all system warranties, performance and enhancements for at least three years.

Advantageous - The vendor will assume full responsibility for all system warranties, performance and enhancements only during the warranty period which maybe two years or less

Not Advantageous - The vendor will assume full responsibility for all system warranties, performance and enhancements for at least one year.

Unacceptable - The vendor will not assume full responsibility for all system warranties, performance and enhancements.

Section 7

REFERENCES

Provide a list of schools/school systems and a point of contact at each school that uses the proposed web-based, integrated special education/IEP student data management system with translation component. Be sure to list any and all Massachusetts school districts.

1. Contact _____

Company Name _____

Address _____

Phone _____

Brief Description of project _____

2. Contact _____

Company Name _____

Address _____

Phone _____

Brief Description of project _____

3. Contact _____

Company Name _____

Address _____

Phone _____

Brief Description of project _____

4. Contact _____

Company Name _____

Address _____

Phone _____

Brief Description of project _____

5. Contact _____

Company Name _____

Address _____

Phone _____

Brief Description of project _____

Section 8 Certificate of Non Collusion, Clerk Certificate, Certificate of Tax Compliance & W9 Form

All forms must be completed and submitted with the Non-Cost Proposal

Certificate of Non Collusion

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid

Date

Name of Business

This form must be completed and submitted with the Non-Cost Proposal

Certificate of Tax Compliance

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 state and local taxes, reporting of employees and Contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Corporate Officer
(if applicable)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-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-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 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 Income, 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) written or printed on the line for a FATCA exemption code.

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 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 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

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

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.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

This form must be completed and submitted with the Non-Cost Proposal

Clerk Certificate

Authorization to Sign Contract

At a duly authorized meeting of the Board of Trustees/Directors of the _____ held on _____
Name of Organization
_____ at which all the Trustees/Directors were present and waived
Date
notice, it was VOTED, that _____, _____
Name ***Officer***
of this organization, is authorized to execute contract in the name and behalf of said organization,
and affix its corporate seal thereto; and such execution of any contract or obligation in this
organization's name on its behalf by such _____ under the
Officer
seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the _____
Name of Organization
and that _____ is the duly elected _____
Type name ***Officer***
of said organization, and that the above vote has not been amended or rescinded and remains
in full force and effect as of this date.

Corporate Seal Here:
(if no seal, print "none")

_____	_____
<i>Date</i>	<i>Signature</i>

	<i>Type name</i>

	<i>Title</i>

Section 9 SAMPLE COPY

CITY OF LAWRENCE STANDARD CONTRACT

This AGREEMENT made as of _____ by and between _____, hereinafter referred to as “the Contractor”, and the **CITY OF LAWRENCE, MASSACHUSETTS**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as “the City.”

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain services hereafter described,

NOW THEREFORE, the parties hereto do mutually agree as follows;

****GENERAL PROVISIONS****

1. Employment of Contractor. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth.
2. Scope of Services. The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined reasonable and fairly by the City, the tasks described within Schedule A, Scope of Services, attached hereto and made a part hereof.

The City shall have a reasonable opportunity to inspect all services performed by and work product of the Contractor and accept or reject such service or work product.

3. Directives Within Scope of Services. The above tasks and items are not intended to be all inclusive. The City may add to or delete any items, provided that any added items are of a similar nature, and provided that the total cost of such work does not exceed the total cost as specified in Paragraph 8 hereof. The Contractor shall undertake such work only upon the direction of the City. All directives and changes thereof in conformance with this Agreement shall be in written form, prepared and signed by the City and accepted and countersigned by the Contractor or his authorized representatives. Any added tasks or items which are not agreed to be within the Scope of Services by both the City and the Contractor, or which will incur costs beyond the total cost specified in Paragraph 8, shall be handled in accordance with Paragraph 13 hereof.

4. Data to be furnished to Contractor. All information, data and reports as are existing, available, and necessary for the carrying out of work, shall be furnished to the Contractor upon request without charge by the City, and the City shall cooperate with the Contractor in the carrying out of the Scope of Services.
5. Personnel. (a) The Contractor represents that he has, or will secure at his own expense, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. (b) All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. (c) None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the City.
 - 5.1. The Contractor certifies that it is not disbarred, suspended, or otherwise excluded from receiving funds or bidding on any project by any State or Federal Agency.
6. Waiver of Workmen's Compensation and Unemployment Compensation Benefits. It is agreed that the Contractor and Contractor's employees, agents, servants or other persons for whose conduct the Contractor is responsible shall not be deemed to be employees of the city and shall not file any claim nor bring any action for any workmen's compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.
 - 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the city. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
7. Duration. The services of the Contractor are to commence as of the date first written above and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. All of the services required pursuant to Schedule A, Scope of Services, herein shall be completed pursuant to Schedule C, Work Program and Schedule. Any changes in performance dates shall be handled in accordance with paragraph 13, herein. Additional services may be requested at the option of the City, which shall be completed by such date as may be established by the City at the time of authorization subject to mutual agreement of the parties thereto.

- 7.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.
8. Compensation. The City agrees to pay the Contractor the compensation specified in Schedule B, Compensation and Method of Payment, which is attached hereto and made a part hereof, for the above services which shall constitute complete compensation for all services rendered and for such reimbursable expenses as authorized per paragraph 9, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a detailed requisition for payment from the Contractor specifying that he has performed the work and incurred authorized reimbursable costs under this Agreement in conformance with the Agreement, and that he is entitled to receive the amount requisitioned under the terms of the Agreement and approval of said requisition by the City department responsible for payment of this Contract.
- 8.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.
- 8.2 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities.
9. Reimbursable Expenses. The City agrees to reimburse the Contractor only for those direct costs incurred by the Contractor pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment, herein. As the City is exempt from sales tax, sales tax charges are not reimbursable by the City.
- 9.1 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.
10. Termination of Agreement for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely manner all obligations under this Agreement, or in the Contractor shall violate any or all of the provisions of this Agreement, the City shall thereupon have the right to terminate this agreement by written notice to the Contractor of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver of any property, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency laws by or against the Contractor. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement shall, at the

option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

11. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 11 above shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed actually bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
12. Changes. The City may from time to time require changes in the Scope of Service of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
13. If the Contractor shall provide services in a manner which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the City, the City, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
 - 13.1 If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
 - 13.2 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency with the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has

notified the official in writing of such cause within fourteen (14) days after its occurrence.

14. Incorporation of Non-Discrimination Laws and Requisitions. It is understood and agreed that if this Agreement is funded in whole or in part by Federal money, that the Contractor is expected, and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of such a nature.
15. Interest of Members of the City. No officer, member, or employee of the City and no members of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. The Contractor's attention is specifically called to the Conflict of Interest Law, M.G.L. c. 268A.
16. Interest of Contractor. The Contractor covenants that he has neither presently nor during the period of this Agreement shall have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials of the City, (b) instances where the Contractor during the period covered by the Agreement was connected as an officer or employee of the City, (c) instances where the Contractor has an interest in the Community Development Department or any parcels of land therein, covered by the work to be performed under this Agreement.
17. Assignability. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.
18. Findings Confidential. Any reports, information, data, etc. given to or prepared or assembled by the Contractor under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
19. Officials Not to Benefit. (Applicable to Contracts Pertaining to Community Development Department) No Members or Delegates to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.
20. Identification of Documents. (Applicable to Contracts Pertaining to Community Development Department) All reports, maps, and other documents completed

under this Agreement other than documents exclusively for internal use within the City, shall carry the following notation on the front cover or title page, (or in the case of maps, in the title block):

“The preparation of this (report, map, document, etc.) was financially aided through the Department of Planning and Community Development of the City of Lawrence.”

21. Publication, Reproduction and Use of Material. (a) Material produced in whole or in part under this Agreement shall not be subject to Copy right, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. (b) The Contractor hereby agrees to provide to the City copies of the draft of the report, and associated material, in sufficient number, as may be requested by the City for review and/or working purposes. (c) The Contractor hereby agrees to provide copies of the final report as indicated in Schedule A, Scope of Services.
22. Commission Prohibited. The Contractor warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the City the right to terminate this Agreement, or, in its discretion, to deduct from the Contractor’s fee the amount of such commission, percentage brokerage, or contingent fee.
23. This Contract is made subject to all laws of the Commonwealth of Massachusetts.
24. The Contractor shall provide, all its sole expense, all necessary licenses, permits of other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
25. The Contractor shall where applicable take out and maintain during the term of this agreement such Workmen’s Compensation Insurance as may be reasonably necessary to protect the Contractor from claim under General Laws c. 152 (the Workmen’s Compensation Law).
26. The Contractor agrees and shall require any subContractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The Contractor agrees and shall require any sub-Contractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
27. The Contractor shall keep himself fully informed of all City Ordinances and

Regulations, and State and Federal laws which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify 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 Contractor, his agents or employees.

28. Audit and Inspection. (a) At any time during normal business hours, and as often as the City, HUD/or representatives of the Comptroller General of the United States may deem it necessary, there shall be made available to audit, examine and make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records or personnel conditions of employment and other data relating to all matters covered by the Contract. (b) For a period of three years after final payment under this Agreement, the Contractor shall make its work papers, records and other evidence of audit available to the City or its duly authorized representatives.
29. The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.
30. The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
31. The Contractor shall bear all loss resulting from any cause before performance of service if the service or work product fails to conform to specifications.
32. The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.
33. This Contract is subject to the availability of an appropriation therefor.
- 33.1 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c.44, s. 53A.
- 33.2 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 the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.
34. Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or

conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

35. Attachments. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A - Scope of Services

Schedule B - Compensation and Method of Payment

Schedule C - Work Program and Schedule

Schedule D - Attestation Pursuant to M.G.L. c.62c, sec.49A

Schedule E – Certificate of Good Standing

SCHEDULE A
SCOPE OF SERVICES

SCHEDULE B
COMPENSATION AND METHOD OF PAYMENT

SCHEDULE C
DELIVERABLES AND SCHEDULE

SCHEDULE D

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE
SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I,
to my best knowledge and belief have filed all state tax returns and paid all state taxes
required under law.

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By:_____
Corporate Officer
(Mandatory, if Applicable)

Date:_____

* Approval of a contract or other agreement will not be granted unless this
certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department
of Revenue to determine whether you have met tax filing or tax payment of
obligations. Providers who fail to correct their non-filing or delinquency
will not have a contract or other agreement issued, renewed, or extended.
This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

SCHEDULE E
STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, I _____
hereby certify that we are not disbarred, suspended or otherwise excluded from receiving
funds or bidding on any project by any State or Federal agency.

Signature

Date

****SIGNATORIES****

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate as of the day first written above in the City of Lawrence, Essex County, Massachusetts.

CONTRACTOR

CITY OF LAWRENCE

By _____
Date

Reviewed and Authorized by:

By _____
Department Head Date

I hereby certify this contract complies with the provisions of M.G.L. Chapter 30B:

By _____
Procurement Officer Date

By _____
Mayor Date

APPROVED AS TO FORM:

By _____
City Attorney Date

I hereby certify that an appropriation is available for and encumbered against this contract in the amount of:
\$
Fund
Account

By _____
Comptroller Date