

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE FINANCIAL SERVICES DEPARTMENT***



**REQUEST FOR PROPOSALS:**

**VENDOR ONBOARDING & SUPPLIER RISK MANAGEMENT  
PLATFORM  
RFP #26-78**

**Proposal Opening Date: July 9, 2026, at 10:00 a.m.**

**June 2026**

**Marc C. Laredo, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS #26-78**

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

**VENDOR ONBOARDING & SUPPLIER RISK MANAGEMENT PLATFORM**

Proposals will be received until: **10:00 a.m., Thursday, July 9, 2026**  
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids)

Award will be made to the most advantageous proposer for services.

**The term of the contract shall extend from the date of contract execution through June 30, 2029.**

All proposals are subject to the provisions of M.G.L. c.30B, §6.

All proposals shall be submitted as follows: **(i) one (1) ORIGINAL and three (3) copies and one (1) digital copy of the Technical Proposal, and (ii) one (1) ORIGINAL COPY of the Price Proposal and one (1) digital copy of the Price Proposal.**

All City bids are available on the City's website at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND RFP NUMBER (RFP #26-78).

The City may reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

Note that Massachusetts law imposes certain documentation requirements for public contracts, including but not limited to, contractor DCAMM certification, bid, performance and payment bonds, and non-collusion and tax certifications. A contract is not effective until it is signed by the City Mayor, and the Mayor will not sign until all documentation requirements have been met. Once an award is made, a contract must be executed promptly so the City can start scheduled work. The City cannot pay for work done without a contract. If a contractor unduly delays submitting all required paperwork, the City will be under no obligation to pay a contractor promptly even after a contract is effective, it could bar the contractor from future bids as not responsible and may require the City to obtain services from another contractor or contractors.

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

CITY OF NEWTON

*Karen Munro*

Karen Munro  
Chief Procurement Officer  
June 18, 2026

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL #26-78**

**I. INTRODUCTION**

The City of Newton seeks proposals for a cloud-based Vendor Onboarding, Supplier Management, and Vendor Risk Management platform that automates the collection, verification, maintenance, and monitoring of supplier information, including tax documentation, banking information, compliance screening, and ERP integration.

The solution should reduce manual processing, strengthen internal controls, mitigate vendor payment fraud, support regulatory compliance, and improve the supplier onboarding experience. The platform should support the entire vendor lifecycle from onboarding through ongoing maintenance and offboarding.

**II. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The Chief Procurement Officer has determined that in order to select the most advantageous proposer for the Services, comparative judgments of technical factors, in addition to price, will be necessary. Because of the complexity of administration of a system of this nature, the City must be able to evaluate all proposers on many qualitative factors. The City's evaluation committee shall review, evaluate and rate each proposer's technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous based on its Technical and Price Proposals.

**III. INSTRUCTIONS TO PROPOSERS**

RFP Documents will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after **10:00 a.m., June 18, 2026**. There will be no charge for RFP documents.

**General Submission Requirements.** All proposals must be submitted no later than **10:00 a.m., Thursday, July 9, 2026**, in accordance with Massachusetts General Laws Chapter 30B, Section 6 to:

Purchasing Department  
Newton City Hall  
1000 Commonwealth Avenue, Room 108  
Newton, MA 02459

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED. DIGITAL COPIES OF THE PROPOSAL SHALL BE SUBMITTED WITH THE HARD COPY PROPOSAL.

Proposal submission shall consist of two parts submitted in separate sealed envelopes as follows:

**A.) Technical Proposal.** One (1) original and three (3) copies and one (1) digital copy of the Technical Proposal must be submitted in a sealed envelope, with your company name on the front of the envelope, and plainly marked:

**"Technical Proposal, RFP #26-78– "Vendor Onboarding & Supplier Risk Management Platform"**

The Technical Proposal shall be submitted with **Attachment B** Technical Proposal Cover Sheet (p. 10), and with all documents referenced herein attached.

The Technical Proposal shall include all information responsive to this RFP except the proposer's price, which shall be set forth in the Price Proposal. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

**B.) Price Proposal.** One (1) copy of the **Price Proposal** must be submitted in a sealed envelope, with your company name on the front of the envelope, plainly marked:

## **“Price Proposal, RFP #26-78 – “Vendor Onboarding & Supplier Risk Management Platform”**

Price Proposal shall be submitted on **Attachment A** Price Proposal (p. 9). Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the scope of work.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

A proposer’s Price Proposal shall be inclusive of all costs. No separate start up fees or reimbursements for any supply or service, e.g., bonds, insurance, etc., shall be payable by the City.

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

2. **Questions and Inquiries.** It is the responsibility of each proposer to inquire about and question any material contained in this RFP which is not fully understood or that is believed to be susceptible to more than one interpretation. All questions and inquiries involving procedural or technical matters should be directed to the City of Newton before **noon on the date identified in the Procurement Timeline below**, in writing by email: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), referencing RFP #26-78 in all correspondence.
3. **Addenda.** Addenda will be emailed to every individual or firm on record as having taken the RFP. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing your company’s: name, address, phone, e-mail and fax number and include the RFP NUMBER (#26-78), if you would like to be recorded as a potential proposer. It is the proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be posted to the City’s website [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

All proposers must acknowledge all Addenda in both the Technical and Price Proposals.

4. **Proposal Expenses.** Expenses for developing the proposals, or expenses related to an interview, if requested, are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.
5. **Procurement Timeline:**

RFP Released:	Thursday, June 18, 2026 at 10:00 a.m.
Questions Due:	On or before Friday, June 26, 2026 at noon
Final Addenda Issued:	On or before Monday, June 29, 2026 at 5:00 p.m.
Proposal Submittal Deadline:	Thursday, July 9, 2026 at 10:00 a.m.
In-Person Interview <sup>1</sup> Date:	TBD

6. **Proposal Acceptance and Rejection.** The City will give notice of the acceptance of a proposal and intention to award a contract by emailing copies of the contract to the winning proposer (Contractor). The Contractor shall execute a City-Contractor Agreement, substantially similar in form to that attached hereto, within fourteen (14) calendar days of delivery of the contract to the proposer. If the Contractor fails to execute such Agreement within such time period, the City may accept the next most advantageous proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

To the extent legally permitted, the City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest.

- A.) **Minor Informalities.** Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected. However, the City may waive any minor informalities, as defined in M.G.L. c. 30B, §2, in the proposal process, or allow the vendor to correct them. Other minor errors will be clarified consistent with M.G.L. 30B.

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<sup>1</sup> The City may or may not conduct interviews at its discretion.

**B.) Non-Responsive Proposals.** Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this RFP may be rejected.

7. **Acceptance of Proposal Content.** The successful proposal shall be incorporated into the final contract documents.
8. **Contract and Term.** The term of the contract shall extend from the date of contract execution through June 30, 2029, or another timeframe as agreed to by the City.
9. **Insurance Requirements.** The Contractor will indemnify the City, at the time of contract execution, against any and all losses and damages by the provision of liability insurance, required Worker's Compensation insurance, and such other coverage as may be required by law, as follows:

Worker's Compensation	
	Per M.G.L.C. 149, §§34 & 152
Commercial General Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate
Cyber Liability	
ACH Fraud	\$2,000,000 per occurrence

The City of Newton is named as an additional insured on the general liability and automobile liability policies.

The successful Contractor firm shall maintain required insurance in full force and effect at its own cost and expense for the duration of the contract.

10. **Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
11. **Nondiscrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to nondiscrimination and equal opportunity in the areas of employment, and subcontracting.
12. **Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.
13. **Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be City employees.
14. **Fee.** Fees must be provided as described. Fees shown shall include all costs and expenses (including materials, copying, mileage, travel, photography, etc.) necessary to complete the scope of work.

#### IV. BACKGROUND INFORMATION

The City of Newton seeks proposals for a cloud-based Vendor Onboarding, Supplier Management, and Vendor Risk Management platform that automates the collection, verification, maintenance, and monitoring of supplier information, including tax documentation, banking information, compliance screening, and ERP integration.

The solution should reduce manual processing, strengthen internal controls, mitigate vendor payment fraud, support regulatory compliance, and improve the supplier onboarding experience. The platform should support the entire vendor lifecycle from onboarding through ongoing maintenance and offboarding.

#### V. SCOPE OF WORK

Please see **Schedule A** (pp. 28-31) for the Scope of Work.

## VI. PERFORMANCE TIMELINE

The following is the anticipated timeline for scope of work. Any deviation from the proposed timeline must be clearly stated in the response to the RFP, and any delay in starting should be negotiated between the parties. The following is the desired timeline:

On or Before July 31, 2026	Selection of Contractor(s)
+ 30 days:	Contracting
+ 30 days:	Implementation strategy
+ 120 days:	Implementation complete

## VII. MINIMUM CRITERIA

**Technical Proposal:** Each proposal must meet all the following criteria in order to be considered for further evaluation:

1. Proposer must demonstrate that they possess the financial stability, technical capability, staffing resources, and relevant experience necessary to successfully implement and support a Vendor Onboarding and Supplier Risk Management Platform for a public-sector entity by making an affirmative statement to this effect in their proposal.
2. Proposer must have been continuously engaged in providing vendor onboarding, supplier management, payment security, or supplier risk management solutions for a minimum of five (5) years.
3. Proposer must demonstrate financial stability sufficient to support ongoing operations and long-term product support.
4. Proposer must not be subject to bankruptcy proceedings, receivership, or material litigation that may impair performance and may demonstrate such by making an affirmative statement to this effect in their proposal.
5. Proposer must employ sufficient professional staff to support implementation, integration, cybersecurity, and customer support services.
6. Proposer must demonstrate at least three (3) successful implementations for governmental, municipal, higher education, or similarly regulated public sector entities within the past five (5) years.
7. Proposer must demonstrate proven integration experience with major ERP systems, including Tyler/Munis.
8. Proposer must maintain current SOC 2 Type II Certification and annual independent penetration testing.
9. Proposer must maintain cyber liability insurance with minimum limits of \$2,000,000 per occurrence, for cyber liability (ACH Fraud), technology errors & omissions, general liability and worker's compensation.

**No reference to the price of the services to be provided should be included anywhere in the Technical Proposal.**

**Price Proposal:** Completed Attachment A "The Price Proposal".

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

## VIII. COMPARATIVE CRITERIA

Technical Proposals submitted by responsive and responsible proposers that satisfy all Minimum Requirements will be evaluated using the Comparative Evaluation Criteria set forth below. The City reserves the right to request additional information or supporting documentation from any proposer to verify information contained in its proposal.

Each evaluation criterion will be rated using the following scale:

- Highly Advantageous (HA)
- Advantageous (A)
- Not Advantageous (NA)
- Unacceptable (U)

A proposal receiving a rating of Unacceptable in any evaluation criterion may be eliminated from further consideration at the City's discretion.

A composite rating will be assigned to each proposal based on the individual criterion ratings and the relative importance of each criterion. A proposal may receive a composite rating of Highly Advantageous or Advantageous only if it receives at least one corresponding rating in the evaluation criteria below.

To the extent that any evaluation criterion requires certification of a fact, the proposer's certification shall be considered sufficient unless the City requests additional evidence supporting such certification.

Proposers shall respond to the Questionnaire included as Attachment J. Responses will be evaluated using the following definitions:

**Highly Advantageous (HA)**

The proposal exceeds the stated requirements and demonstrates exceptional capability, experience, functionality, or value that provides a significant benefit to the City.

**Advantageous (A)**

The proposal fully meets the stated requirements and demonstrates a clear, complete, and satisfactory ability to perform the required services.

**Not Advantageous (NA)**

The proposal minimally meets the stated requirements; however, aspects of the response are incomplete, unclear, or provide limited confidence in the proposer's ability to perform the required services.

**Unacceptable (U)**

The proposal fails to adequately demonstrate the ability to meet the requirements of the evaluation criterion or presents significant deficiencies that would adversely affect performance.

Evaluation Criteria and Weights

<b>Criterion</b>	<b>Weight</b>
Functional Fit	30%
Security & Fraud Controls	20%
ERP Integration	15%
Implementation Approach	10%
Public Sector Experience	10%
Reporting & Analytics	5%
Cost	10%
<b>Total</b>	<b>100%</b>

**Interviews.** *The selection process may include interviews of the highest ranked proposers.*

For each proposer interview, ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

**Highly Advantageous:** Interview presentation is informative and demonstrates superior mastery over the complexities and requirement of providing the services outlined in the RFP. The evaluation team is completely convinced about the proposer's ability to present the deliverables required in the Scope of Work.

**Advantageous:** Interview presentation is informative and demonstrates acceptable management over the complexities and requirements providing the services outlined in the RFP. Evaluation team is finding the proposer is adequate to present the deliverables required in the Scope of Work.

**Not Advantageous:** Interview presentation lacks a comprehensive approach and does not ensure full confidence with the evaluation team that the proposer can adequately present the deliverables required in the Scope of Work.

**Unacceptable:** Interview presentation does not demonstrate any indication to the Evaluation team that the proposer is suited to complete the Scope of Work.



## **IX. RULE FOR AWARD**

A contract, substantially similar to the City-Contractor Agreement attached hereto as **Attachment K**, will be awarded to that proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the price and non-price proposals. The City reserves the right to reject any and all proposals as determined to be in the best interests of the City

The contract(s) will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent most advantageous responsive and responsible proposer(s).

**END OF SECTION**



## ATTACHMENT A

### PRICE PROPOSAL

This form must be completed and placed in a separate, sealed envelope, plainly marked with your company name on the front:

#### RFP #26-78 – Vendor Onboarding & Supplier Risk Management Platform

#### INSTRUCTIONS:

- A. Please provide the totals of the costs being proposed for the proposed services in the following tables using the assumptions provided below:

Annual Volume Assumptions:		Year 1 Price	Year 2 Price	Year 3 Price	Totals
Total A/P Spend: \$212M	Implementation Fee:	\$			\$
New Annual Vendors Onboarded: 550	Annual Cost:	\$	\$	\$	\$
Current Active Vendors/Payees: 4,000	Totals:	\$	\$	\$	\$

The undersigned certifies that this offer fully complies with all the requirements of this RFP.

The undersigned is responsible for providing its own workspace and equipment, as well as covering all routine travel and other expenses. No reimbursable expenses will be paid unless specifically agreed in advance. No employee benefits are provided.

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

\_\_\_\_\_  
(Name of Firm or Individual Submitting Bid)

BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

**ATTACHMENT B**  
**TECHNICAL PROPOSAL COVER SHEET**

**This form and accompanying materials must be completed and placed in a separate sealed envelope marked:**

**RFP #26-78 Vendor Onboarding & Supplier Risk Management Platform**

This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Additional Technical Proposal Submission Documents duly completed and signed.

- City of Newton Technical Proposal Cover Sheet (Attachment B)
- City of Newton Bidder's Qualifications and References Form (Attachment C)
- Certificate of Non-Collusion (Attachment D)
- Certification of Tax Compliance (Attachment E)
- Certificate of Foreign Corporation, if applicable (Attachment F)
- Debarment Letter (Attachment G)
- IRS Form W-9 (Attachment H)
- Business Category Information Form (Attachment I)
- Questionnaire (Attachment J)

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

\_\_\_\_\_  
(Name of Firm or Individual Submitting Bid)

BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

Provide name, telephone number, and email address of designated contact person for this project if different from Proposal Signatory listed above:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

**ATTACHMENT C**

**CITY OF NEWTON**  
**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_ )  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

**ATTACHEMENT E**

**CERTIFICATION OF TAX COMPLIANCE\*\***

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

Signature of Individual (Mandatory)	*** Contractor's Social Security Number or Federal Identification Number

Print Name: _____	Date: _____
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\_\_\_\_\_  
Corporate Name

By: _____	Date: _____
Corporate Officer (Mandatory, if applicable)	

Print Officer Name: \_\_\_\_\_

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

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

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

**ATTACHMENT F**

**CERTIFICATE OF FOREIGN CORPORATION**

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

---

**(Jurisdiction)**

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

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**Name of person signing proposal**

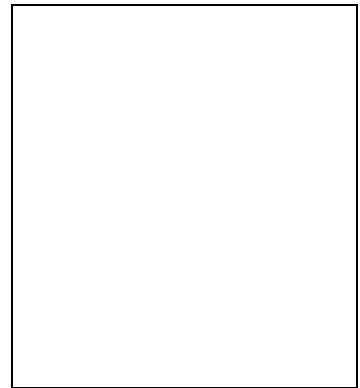
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**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*





ATTACHMENT G

**DEBARMENT LETTER**

City of Newton



Mayor  
Marc Laredo

**Purchasing Department**

Karen Munro ☎ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

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

Date \_\_\_\_\_

Vendor \_\_\_\_\_

Re: Debarment Letter for Invitation For Bid #26-78

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the Federal Executive Order below. Certification can be done by completing and signing this form.

**Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Company)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

If you have questions, please contact Karen Munro, Chief Procurement Officer, at (617) 796-1220.

# ATTACHMENT H

## IRS FORM W-9

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>		<b>Give form to the requester. Do not send to the IRS.</b>
	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶		<b>X</b> Exempt payee
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code		Requester's name and address (optional)
List account number(s) here (optional)			

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number  or Employer identification number

<b>Part II Certification</b>
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). <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

### General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

**ATTACHMENT I**

**Business Category Information Form\***

**RFP #26-78 Vendor Onboarding & Supplier Risk Management Platform**

<b>Business Type Categories*</b>	<b>Select All That Apply</b>
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

☐ I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

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

M. Ronald Mendes, Esq. CMMT, CMMC



Marc Laredo, Mayor  
City Treasurer/Collector

---

## **CITY OF NEWTON, MASSACHUSETTS**

### **TREASURY DEPARTMENT**

---

Office: (617) 796-1330

Email: [treasury@newtonma.gov](mailto:treasury@newtonma.gov)

#### **VENDOR PAYMENT SECURITY QUESTIONNAIRE**

**Vendor Legal Name and Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Principal Contact**

**Person for financial matters (i.e. Chief Financial Officer):**

Name: \_\_\_\_\_

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

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

**Principal Contact Person for Invoice Payments:**

Name: \_\_\_\_\_

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

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

**Taxpayer EIN:** \_\_\_\_\_

**Invoice & Payment Instructions:**

Typical Payment Terms: \_\_\_\_\_

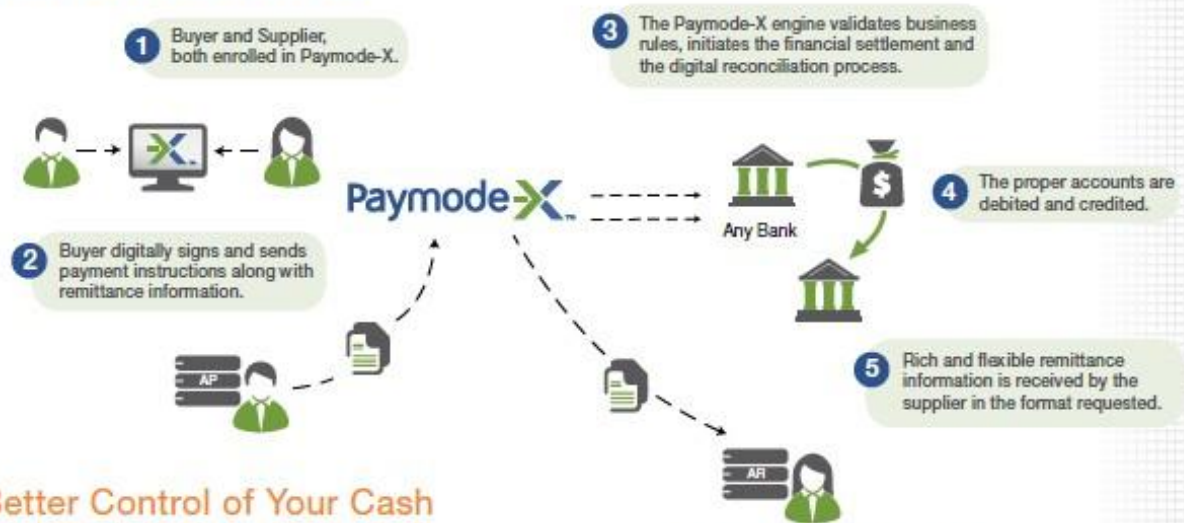
Payment Remittance Address: \_\_\_\_\_

**Thank you for this information. If your company is the selected bidder, a representative of Newton Treasury will be contacting you to verbally confirm this information and to conduct a brief interview on payment security.**

Please be advised that the City of Newton partners with Bottomline Technologies, Inc. to provide a secure invoice payment platform called Paymode-X. In order to participate in this secure payment platform, vendors must enroll with Paymode-X. In order to facilitate enrollment, Newton Treasury will provide your contact information to the Enrollment Team at Paymode-X. You should expect to receive contact from a representative of Paymode-X soon.

Please see the brochure on the next page for more information on this important service.

## How Paymode-X Works



## Better Control of Your Cash

As a member of the Paymode-X network, you can receive payment and digital remittance information electronically in a secure online environment, simplifying your reconciliation process. Paymode-X allows you to track inbound payments in real-time with an array of online reports, so you can better manage your cash flow. You can start receiving payments through Paymode-X without purchasing any software, modifying your existing accounts receivable systems or changing banks or bank accounts. Paymode-X features the highest levels of security available to ensure privacy, protection and control.

### Paymode-X...

- Is easy to enroll and easy to use
- Enables better control and predictability of cash flow
- Works with any bank
- Fits your existing systems and banking practices
- Utilizes state-of-the-art security
- Includes unlimited digital remittance capabilities
- Notifies you electronically when payments are received
- Provides dedicated customer support

## How to Get Started

Enroll in just 10 minutes via our secure Paymode-X web site.

### What You'll Need:

- EIN (Tax ID number)
- Bank transit routing number
- Bank account number

Paymode-X offers the flexibility of sending your digital remittance information via ACH (CCD, CCD+ or CTX) via online download options or direct accounts receivable integration.

For more information call: 1.800-331-0974 or  
visit: <http://www.Paymode-X.com>

**ATTACHMENT K**

**CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.



# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Six by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal, and as provided in Schedule A, the following item or items:

### VENDOR ONBOARDING & SUPPLIER RISK MANAGEMENT PLATFORM

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

- a. This CITY-CONTRACTOR Agreement.
- b. The City's Request for Proposal #26-78 (RFP) issued by the Purchasing Department; the RFP for **Vendor Onboarding & Supplier Risk Management Platform** including Specifications, and if included or referenced therein, any Standard Terms and Conditions.
- c. The following Schedules attached hereto:
  - Schedule A: Scope of Services
  - Schedule B: Compensation and Method of Payment
  - Schedule C: Work Program and Schedule
  - Schedule D: General Requirements
  - Schedule E: Certificate of Authority
- d. Addenda Number(s).
- e. The Proposal Response of the Contractor submitted for this Project and accompanying documents and certifications.
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project.
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Contractor. The Contractor represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the City.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from the date of contract execution through June 30, 2029.



- VI.** Total payments under this contract shall not exceed \$ \_\_\_\_\_ unless the contract total has been increased by a duly executed change order. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total.

It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

- VII. COMPENSATION.** Upon completion of the work to be done for each payment, the Contractor shall send to the City an invoice documenting the work done and the dates when such work was performed. Payment of the above invoice shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Contractor in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City's approval of invoices submitted by the Contractor. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Contractor shall only be entitled to compensation in accordance with the provisions of Article XVII below, whichever is applicable.
- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Proposal Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF WORK.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced, or deliveries made unless authorized by a written notice to proceed issued by the City.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, services, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights.

In case such material, services, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

- XIV. INSPECTION.** For the purposes of inspection of the equipment, services, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, services, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor of his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that they will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.**
- (a) Termination For Cause. If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- (b) Termination For Convenience. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Contractor shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- XVIII. INDEMNIFICATION.** The Contractor shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- XIX. RELATIONSHIP OF THE PARTIES.** The Contractor shall be an independent contractor to the City. Neither Party shall be deemed to be the legal representative of the other. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.
- XX. NONDISCRIMINATION.** The Contractor agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.
- XXI. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Contractor is a sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

**XXII. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.

**XXIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XXIV. INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

**WORKER'S COMPENSATION**

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

**COMMERCIAL GENERAL LIABILITY**

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

**VEHICLE LIABILITY**

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insured's on the Contractor's Liability and Automobile Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**XXV. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XXVI. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Print Name

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corp Seal Here*

City funds in the amount of \_\_\_\_\_  
are available in the following account number:

\_\_\_\_\_

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

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Chief Financial Officer*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_

## **SCHEDULE A**

### **SCOPE OF WORK**

#### **Technical Specifications**

##### **1. Purpose**

The City of Newton seeks proposals for a cloud-based Vendor Onboarding, Supplier Management, and Vendor Risk Management platform that automates the collection, verification, maintenance, and monitoring of supplier information, including tax documentation, banking information, compliance screening, and ERP integration.

The solution should reduce manual processing, strengthen internal controls, mitigate vendor payment fraud, support regulatory compliance, and improve the supplier onboarding experience. The platform should support the entire vendor lifecycle from onboarding through ongoing maintenance and offboarding, and proposals should address how the proposed solution will address the following requirements:

---

##### **2. General System Requirements**

The proposed solution shall:

- Be provided as a fully hosted Software-as-a-Service (SaaS) solution
- Support secure browser-based access
- Require no locally installed client software except standard web browsers
- Support current versions of:
  - Microsoft Edge
  - Google Chrome
  - Mozilla Firefox
  - Safari
- Provide responsive/mobile-friendly interfaces
- Provide configurable workflows without custom coding
- Support role-based security administration
- Support public-sector procurement and finance operations

---

##### **3. Core Functional Requirements**

###### **a. Vendor Self-Service Registration**

The system shall:

- Allow authorized staff to invite vendors electronically
- Provide vendors with a secure self-service registration portal
- Allow vendors to:
  - Enter legal entity information
  - Enter TIN/EIN/SSN information
  - Upload W-9/W-8 and supporting documents
  - Enter and maintain banking information
  - Select payment preferences
  - Maintain addresses and remittance information
- Allow vendors to update their information directly without requiring AP staff re-keying
- Provide configurable onboarding questionnaires
- Support onboarding of:
  - Businesses
  - Individuals
  - Sole proprietors
  - Non-profits
  - Foreign vendors
  - Governmental entities

The platform should create a single verified supplier record (“golden record”) to reduce duplicate vendor records.

###### **b. Workflow Automation**

The system shall:

- Support configurable approval workflows
- Route onboarding requests based on:
  - Department
  - Vendor type

- Payment method
- Risk score
- Dollar thresholds
- Allow multi-level approvals
- Support segregation of duties controls
- Maintain audit trails for all workflow actions
- Provide time-stamped activity logs

The system should minimize email-based processing and manual intervention.

---

#### **4. Vendor Verification & Fraud Prevention**

##### **a. Identity Verification**

The platform shall verify and validate:

- Legal business name
- Taxpayer identification numbers
- Physical and mailing addresses
- Banking ownership information
- Business registration status

The system shall detect and flag:

- Duplicate vendors
- Mismatched TIN/name combinations
- Potential vendor impersonation
- Fraud indicators

The City of Newton strongly prefers automated verification workflows that reduce reliance on manual callbacks and email verification processes.

##### **b. Compliance/Sanctions Screening**

The system shall support automated screening against:

- OFAC sanctions lists
- Federal debarment lists
- State debarment lists
- Watch lists

The system shall:

- Continuously monitor vendor status
- Provide alerts when vendor risk status changes
- Maintain screening audit logs
- Support configurable screening intervals

Real-time monitoring and alerts are preferred.

##### **c. Banking Verification**

The system shall:

- Securely collect ACH and EFT information
- Verify bank routing/account information
- Validate account ownership where available
- Support ACH fraud mitigation controls
- Eliminate transmission of sensitive banking information via unencrypted email

Preference will be given to platforms offering advanced ACH fraud protection and indemnification programs.

---

#### **5. ERP & Financial System Integration**

##### **a. ERP Integration Requirements**

The platform shall support integration with ERP and financial systems including Tyler Technologies/Munis.

The solution shall support:

- API-based integration
- Flat-file integration
- Real-time and batch synchronization
- Automated vendor master updates
- Automated creation of vendor records

- Duplicate prevention controls

The proposer shall describe:

- Existing Munis integration capabilities
- API architecture
- Middleware requirements
- Integration timelines
- Data synchronization methods

#### **b. Data Management**

The system shall:

- Maintain a centralized vendor master file
- Support version history and audit trails
- Retain historical changes
- Support configurable retention policies
- Provide duplicate vendor detection
- Allow export of vendor data

---

### **6. Security Requirements**

#### **a. Information Security**

The proposer shall:

- Maintain SOC 2 Type II compliance
- Encrypt data in transit and at rest
- Support MFA (multi-factor authentication)
- Support SSO/SAML authentication
- Provide role-based permissions
- Support IP restriction controls if requested
- Maintain cybersecurity incident response procedures

The proposer shall disclose:

- Data hosting location(s)
- Backup procedures
- Disaster recovery procedures
- Recovery Time Objectives (RTO)
- Recovery Point Objectives (RPO)
- 

#### **b. Audit & Logging**

The system shall maintain immutable logs of:

- Vendor changes
- Banking changes
- Approval actions
- Login attempts
- User administration changes
- Workflow history

Audit logs shall be exportable.

---

### **7. Reporting & Analytics**

The system shall provide:

- Standard reports
- Ad hoc reporting tools
- Dashboard capabilities
- Export to Excel/CSV/PDF
- Metrics on:
  - Onboarding cycle times
  - Pending approvals
  - Vendor risk status
  - Banking changes
  - Duplicate prevention
  - Fraud prevention activity
  - Electronic payment adoption



---

## **8. Supplier Experience Requirements**

The system shall provide:

- Intuitive vendor user interface
- Minimal training requirements for suppliers
- Automated notifications and reminders
- Status tracking for onboarding progress
- Multilingual support preferred
- Accessibility compliance (WCAG 2.1 preferred)

The City of Newton prefers solutions that minimize vendor frustration and reduce supplier onboarding delays.

---

## **9. Implementation Requirements**

The proposer shall provide:

- Dedicated implementation manager
- Project implementation plan
- Data migration assistance
- Configuration services
- Workflow configuration
- Testing support
- User training
- Administrator training
- Go-live support

The proposer shall identify:

- Estimated implementation timeline
  - Required City of Newton resources
  - Typical staffing requirements
  - Integration dependencies
- 

## **10. Ongoing Support Requirements**

The proposer shall provide:

- U.S.-based support preferred
  - Defined SLA commitments
  - Online knowledge base
  - Ongoing software updates
  - Customer success management
  - User group/community access
  - Release documentation
- 

## **11. Vendor Qualifications**

Proposers shall provide:

- Number of years in business
  - Number of public-sector clients
  - Municipal references preferred
  - Higher education/government references acceptable
  - Description of fraud prevention capabilities
  - Description of compliance expertise
  - Financial stability information
- 

## **12. Requested Proposal Responses**

Vendors should specifically address:

1. Vendor onboarding workflow
2. Vendor verification methodology
3. ACH/banking verification capabilities
4. Fraud prevention controls
5. Continuous monitoring capabilities
6. ERP integration capabilities

7. Security certifications
  8. Reporting functionality
  9. Public-sector experience
  10. Implementation methodology
  11. Pricing structure
  12. Optional modules/services
- 

### **13. Optional/Preferred Features**

Preference may be given for:

- ACH enrollment/payment optimization
- Virtual card enablement
- Vendor payment analytics
- AI-assisted fraud detection
- Continuous vendor monitoring
- Insurance certificate tracking
- Contract lifecycle integration
- Supplier diversity tracking
- ESG/supplier sustainability tracking
- Cybersecurity risk scoring

END OF SECTION

## **SCHEDULE B**

### **WORK PROGRAM AND SCHEDULE**

- I. The Agreement shall take effect as of the date of execution and shall terminate on June 30, 2029.
- II. The Contractor shall complete the work set forth in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City.
- III. Proposed project schedule for completion of Project Scope is as follows:

On or Before July 31, 2026	Contractor Selected
On or Before August 31, 2026	Contractor Contract Executed
On or Before January 31, 2027	Contractor Implementation Completed

## **SCHEDULE C**

### **GENERAL REQUIREMENTS**

The following Articles shall govern all work under or products of this Agreement unless specifically modified elsewhere.

#### **ARTICLE 1. RESPONSIBILITIES OF THE CITY**

##### **1.1 Information to be provided to the Contractor.**

1.1.1 The City shall furnish upon the Contractor's request all information in its possession necessary to the performance of the services required under this Agreement.

##### **1.2 Action by the City**

1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the Contractor from his/her professional responsibilities.

1.2.2 The City shall render all approvals required by this Agreement in writing to the Contractor, or it shall notify the Contractor in writing why such approvals are being withheld.

##### **1.3 Waivers**

1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

#### **ARTICLE 2. RESPONSIBILITIES OF THE CONTRACTOR**

##### **2.1 Scope**

2.1.1 The Contractor shall be responsible for the professional adequacy, technical accuracy and coordination of all the data, illustrations, reports, text and any other material or work furnished by him or his Contractor, or subcontractors.

##### **2.2 Assignability**

2.2.1 The Contractor shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.

##### **2.3 Employment of Contractor**

2.3.1 The Contractor may provide services in collaboration with either consultants or qualified associates. It shall be the Contractor's responsibility to engage and enter into agreements with said associates to the extent needed, subject to qualifications found elsewhere in this Agreement.

##### **2.4 Meetings**

2.4.1 The Contractor shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

##### **2.5 Time and Order of Services**

2.5.1 The Contractor shall provide the services required by this Agreement unless waived by the City. They shall ensure prompt and continuous services in this Agreement to the extent of their professional responsibilities.

##### **2.6 Scope of Work**

2.6.1 The Contractor shall provide the services outlined in the Scope of Work.

##### **2.7 Contractor's Code Compliance**

- 2.7.1 It is the Contractor's responsibility to see that all work performed meets all applicable regulations, codes and/or professional standards in effect at the time the services are provided.

### **ARTICLE 3. TERMS**

- 3.1 When used in this Agreement or any Schedule thereto, the following terms or phrases shall have the following meaning:
- 3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not to be limited to" unless there is specific language to the contrary.
- 3.2 Enumerations
- 3.3.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive but shall include similar and reasonably related items.

### **ARTICLE 4. DOCUMENTS**

All materials prepared under this Agreement shall be the property of the City and at the termination of the services, promptly turned over to the City. These items shall include, but not be limited to, originals of drawings, specifications, reports, etc.

The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes, instruction manuals and other work developed in the performance of this Agreement; and with respect thereto the Contractor agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the Contractor copyright and to all designs as to which the Contractor may assert any rights or establish any claims under any patent or copyright laws.

### **ARTICLE 5. NOTICES**

Any notice, instruction, or other documents required of the Contractor by the City shall be in writing and shall be deemed to be properly given if delivered or mailed, postage prepaid, to the addresses recited in the Preamble to in this Agreement or if provided by email.

**SCHEDULE D**

**CERTIFICATE OF AUTHORITY – CORPORATE**

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

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

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

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

6. ATTEST: \_\_\_\_\_  
(Signature of **Clerk or Secretary**)\* *AFFIX CORPORATE  
SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the  
officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.