



20150893  
Blanket Contract

### City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **BLANKET CONTRACTS** during the processing period.

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			BK	2.17.2015
City Comptroller	LM	2/17/15	LM	2/18/15
Law	PF	2-19-15	PF	2-19-15
CAFO	Q	2/20/15	BW	2/20/15
Mayor	QJ	2/20/15	QJ	2/20/15
Office of Procurement				

Vendor No.: 6773      Blanket Contract No.: 20150893      Blanket Contract Date: 2.12.15

Blanket Contract Amt.: \$150,000.00      Issue Date:      Renewal Date:

Appropriation Code1:

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source:

Bid No.: 15-081

Requisition No.:

PO No.:

Vendor Name: Steven Mollica

Blanket Contract Type:

Blanket Contract Purpose: On-Call Relocation Advisory

Originating Dept.: Office of Procurement/City-wide

Expiration Date:

Amendment Date:

Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New

Renewal

Amendment

Extension

CITY CONTRACT NO. 20150893

AGREEMENT FOR ON-CALL RELOCATION ADVISORY SERVICES  
FOR THE CITY OF SPRINGFIELD

Upon execution by all parties, this Agreement shall be effective as of November 1, 2014, by and between the **CITY OF SPRINGFIELD, MASS.**, a municipal corporation with a principal place of business at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Chief Procurement Officer, with the approval of its Mayor, (hereinafter the "City"), and **Steven Mollica**, an individual with an address of 21 Main Street, Hudson, MA 01749, d/b/a "Relocation Strategies" (hereinafter the "Contractor");

**WHEREAS**, the City requires on-call residential and business relocation advisory services to assist the City in carrying out projects and in complying with its relocation obligations under state and Federal laws and regulations, for various projects for various City departments including, but not limited to, the Office of Disaster Recovery & Compliance, Community Development, Office of Housing, Office of Planning & Economic Development, and Treasurer-Collector's Office; and

**WHEREAS**, the City issued a Request for Proposals (Bid No. 15-081) for such services pursuant to Mass. Gen. Laws ch. 30B, and selected the Contractor as the most advantageous proposer, for the award of the contract;

**WHEREAS**, the Contractor has the necessary skills, qualifications, expertise, experience, education and ability to provide these services to the City and is willing and able to provide the services for the amounts budgeted by the City;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES:

A. When requested to do so by the City, a City department head or their authorized designee, the Contractor shall provide the on-call relocation advisory services described in this Agreement and according to the City's Request For Proposals for Relocation Advisory Services (RFP #15-081), attached hereto as Exhibit A, the Contractor's Proposal, attached hereto as Exhibit B, and the Contractor's Price Proposal, attached hereto as Exhibit C. All exhibits referenced in this Agreement are incorporated herein by reference. The Contractor must comply with all applicable federal and state relocation requirements, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR, Part 24), and Mass. Gen. Laws ch. 79A, section 2, and related regulations.

For each relocation project assigned by the City, the Contractor may be asked to perform any or all of the relocation advisory services described in Exhibit A, and as supplemented by the Contractor's Proposal in Exhibit B, and summarized as follows:

1. Advise the City regarding its relocation obligations on all projects assigned in accordance with both State and Federal requirements. Consultant should provide advice and counsel to the City surrounding all issues associated with all state and federal relocation laws including, but not limited to MGL Chapter 79A, Section 4, 760 CMR Part 27.03, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), Section 104(d) of the Housing and Community

Development Act of 1974 (as amended), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (as amended).

2. Consultant shall stay abreast of all changes to applicable relocation laws and requirements and appropriately advise the City on changes, as necessary to ongoing projects.
3. Consultant shall be responsible for keeping up to date on current Project information and scheduling for all projects assigned.
4. Drafting, discussing and completing final Relocation Plan for applicable projects as required by MGL, Chapter 79A, Section 4 and 760 CMR Part 27.03.
5. Consultant must have the qualifications and experience required to be approved by the Bureau of Relocation in the Commonwealth of Massachusetts Department of Housing and Community Development as a qualified relocation advisory agency on behalf of the City of Springfield.
6. In conjunction with the City, prepare and deliver all relocation notices required under federal and state regulations, notices shall include, but not be limited to the General Relocation Notice, Notice of Relocation Eligibility and 90 Day Notice.
7. Contact each Displacee and schedule an interview to provide requisite relocation information, discussion of the Project, including the Project schedule, gathering requisite owner/tenant data and discussion of relocation preferences. The Consultant should also discuss the scope of available relocation benefits.
8. Distribute pertinent information/brochures of the relocation benefits provided under applicable federal and state relocation regulations, to every Displacee, as well as any informational brochures prepared by the City.
9. Complete a site occupant record for each Displacee (on a form prepared by the Consultant and sufficient to provide the requisite information needed to formulate the final relocation plan and implement the requisite relocation services) which will identify at a minimum the following:
  - Name and address of each Displacee;
  - Displacee status (owner, tenant, etc.);
  - Type of occupancy (residential, business, etc);
  - Appropriate relocation benefits for all Displacees, by project;
  - The length of time the Displacee has occupied the property;
  - Existing size and makeup of the space occupied by each Displacee;
  - Geographic and relocation preference;
  - Features desired in new location (e.g. number of bedrooms, etc);
  - Other special relocation requirements.
10. Prepare and maintain a separate relocation file for each Displacee. Information kept in the file should contain all pertinent information relating to the relocation needs of the Displacee and any assistance which is provided to each business resident, if any. The files must be available for inspection by the City at any time and turned over to the City at the completion of the services.

11. Identify and maintain a listing of comparable relocation opportunities for each Displacee, as established by the relocation regulations, to the Displacee's existing dwelling unit and stated preferences. The information shall be provided to Displacees and should be kept current throughout the relocation process.
12. Assist Displacees with any problems in obtaining accommodations as a result of the Project.
13. Maintain ongoing contact with and be available to each Displacee to keep them advised of the current Project status. Maintain a log of all such contacts with Displacees.
14. Prepare and submit to the City periodic relocation progress reports as requested by the City, including a summary of the number of Displacees displaced, relocated or not relocated, accommodation to which they have relocated to and the number and/or amount(s) of relocation payments made.
15. Provide estimated relocation budget(s) for anticipated projects.
16. Attend public meetings, as requested by the City to respond to questions from potential displacees.
17. Conduct inspections of all properties to which Displacees will be referred to assure each referral meets relocation standards established by the relocation regulations.
18. Assist each Displacee in obtaining moving services estimates required for the move to specific locations identified by the Displacees.
19. Assist each Displacee with transportation and/or transportation options to locate replacement housing.
20. Provide written notification to the City, of the date of move and replacement location, and any other relevant information.
21. Assist all Displacees in preparation of a relocation claim for submission to the City, to include all information necessary to document the claimed expenses incurred in the relocation, including but not limited to, specifications, estimates, cancelled checks, receipted invoices and other material required for documentation.
22. Provide a recommendation to the City as to whether or not a relocation claim should be approved. The recommendation must include certification that claim was compiled and the move was completed in accordance with federal and state regulations and there are no misstatements in the claim.
23. Submit any claims over fifty thousand (\$50,000.00) Dollars to DHCD for approval prior to payment.
24. Assist with any other related relocation issue or matter necessary to complete the relocation of the Displacees and/or projects.

25. Provide assistance to the City with any grievances and/or appeals filed by any of the Displacees regarding a relocation claim.
26. Consultant may be required to submit separate proposals and pricing for relocation services on a per project basis, for each project assigned by the City.
27. Consultant must be able to procure translation services for relocation activities as needed by Displacees and/or requested by the City. Consultant will be required to submit qualifications and experience of translation providers to the City for prior approval. The cost of translation services obtained by the Contractor at the City's request, will be a reimbursable expense under this Agreement.

See Exhibit A.

B. Key Personnel: The Contractor agrees that the Steven Mollica is the person who will perform the services under this Agreement.

1. All the services required hereunder will be performed by Steven Mollica, or under his supervision, and all support personnel engaged by the Contractor shall be fully qualified and approved by the City, and shall be authorized or permitted under State and local law to perform such services.
2. The Contractor represents that he has, or will secure at its own expense, all necessary support personnel or consultants needed to perform the services under this Contract, and that such support personnel or consultants shall be fully qualified to perform such services. Such support personnel or consultants shall not be employees of or have any contractual relationship with the City.

C. City Contact Person/s: In the performance of services under this Agreement, the Contractor's principal contact person at the City shall be the Department Head overseeing the applicable project, or their authorized designee. The departments may include but are not limited to the following: the Office of Disaster Recovery & Compliance, the Office of Community Development, the Office of Housing, Office of Planning & Economic Development, and Treasurer-Collector's Office. For general questions, the City contact person shall be the Chief Procurement Officer.

D. Subcontracting: None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, and the City's approval of the qualifications of the subcontractor. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the requirements of this Contract.

E. Additional Services:

1. In the event the City asks the Contractor to perform services which the Contractor considers to be "additional services", outside the scope of services described in Exhibit A, the Contractor shall, as soon as is reasonably possible, but in any case *before* performing any such services, notify the Project Manager of the same and provide the Project Manager with an estimate of the cost of the "additional services" using the hourly rate set forth in Article 3: Compensation and Method of Payment (below). If the City Project Manager agrees that such services constitute "additional services", the Contractor shall perform the services at the rates stated. The Contractor shall not

exceed the agreed-upon amount for additional services without the *prior written approval* of the City Project Manager for the project.

2. If at any time the cost of additional services approved by the City causes the Contractor's total compensation from all projects in a particular contract year to exceed the amount in Article III(A), this will require a written amendment to this Agreement, and an appropriation of funds for the additional compensation, which amendment must be signed by the authorized representatives of the parties listed on the signature page of this Agreement.

F. Ownership of Documents, Confidentiality: The Contractor agrees that any and all documents created by the Contractor in the performance of this Agreement shall be owned by the City. Said documents are prepared for the confidential information of the City and the Contractor shall not disclose any of the same in whole or in part, or discuss the same with third parties, except when called upon to do so and when authorized by the City.

## II. TERM, TIME FOR PERFORMANCE:

A. Term: The Contractor shall provide services to the City on an on-call basis for a period of three years, commencing November 1, 2014, and ending on October 31, 2017, subject to the termination provisions of this Agreement.

B. Time for Performance: The Contractor and the City Project Manager for each project shall agree upon a schedule for the performance of services on a particular project. Any material changes to such schedule must be by mutual agreement.

## III. COMPENSATION AND METHOD OF PAYMENT:

A. Rates: The Contractor's rates for service under this Agreement shall be as set out in the Price Proposal attached hereto as Exhibit C, and summarized below:

Fixed Fee for each Residential Tenant Relocation Claim: \$7500.00

Fixed Fee for each Business Unit Commercial Relocation Claim: \$15,000.00

Hourly Rate for "additional services" not included in the scope of work: \$175.00 per hour.

See Exhibit C, Contractor's Price Proposal.

B. Maximum Liability of the City:

1. The City's maximum liability in any contract year (November 1st through October 31st) shall be One-Hundred Fifty Thousand Dollars (\$150,000.00).

2. The parties acknowledge that the maximum liability amount may be subject to change depending on the number of properties taken, and the number of displaced persons/businesses. Any increase in the maximum liability amount in any contract year shall require a written amendment to this Agreement signed by the authorized representatives of the parties listed on the signature page hereto, and is subject to the appropriation of sufficient funds by the City.

C. Invoices: The Contractor shall submit invoices for services on a monthly basis to the City Project Manager, within 30 days of the end of the month. Each invoice must break down the services provided, and costs incurred, on a *per project* basis. The City will make every effort to process

payments to the Contractor within thirty (30) days of receipt of the invoice. Invoices must be approved by the Comptroller before they will be processed for payment. *In the event invoices are submitted prior to the execution of this Agreement by all parties, the City will make every effort to pay such approved invoices within 30 days of execution of the Agreement.*

D. In the event the Agreement is terminated or cancelled at any time during the course of the work, the Contractor will be compensated for services completed to the City's satisfaction, based on a pro-rata share of the ratio of satisfactory services provided up to the date of termination to the total fee for each project, not to exceed the amount set forth in Article 3.

E. All costs and expenses in connection with this Agreement other than those specifically identified as reimbursable in this Agreement or Exhibit A shall be the expense of the Contractor and not reimbursable. The parties acknowledge that the actual and reasonable cost of translation services requested by the City and obtained by the Contractor shall be reimbursable expenses.

F. The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount currently appropriated therefore under this agreement or any amendments hereto.

G. The Contractor is an independent contractor as such any taxes and other requirements of federal, state and local governmental bodies, including worker's compensation insurance, shall be its sole responsibility.

#### IV. TERMINATION

A. By the City: The City shall have the right to terminate this Agreement, for cause or for convenience, by giving thirty (30) days written notice of termination to the Contractor signed by the Chief Procurement Officer, or the Mayor, or their respective designee. The City shall also have the right to terminate a particular project assignment, for cause or for convenience, by giving thirty (30) days written notice of termination to the Contractor signed by the Department Head, or their designee. Upon termination of this Agreement, or a particular project assignment, the Contractor shall be paid for work performed to the City's satisfaction, within 30 days of such termination.

B. By the Contractor: Contractor shall have the right upon sixty (60) days written notice to the City to terminate this Agreement, or a particular project assignment, for cause, which shall include, without limitation, failure of the City to abide by the terms of this Agreement, if the failure has not been cured within the 60 day period.

C. In the event of termination of this Agreement all originals of documents, data, papers, studies and reports prepared by the Contractor shall become City property.

#### V. INDEMNIFICATION AND INSURANCE

A. Indemnification: The Contractor shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City, and its respective officers, agents and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Contractor, its agents, associates, consultants, employees, partners or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the Agreement.

B. General Liability Insurance: The Contractor shall at its own expense obtain and maintain General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Contractor and any person or business entity for whose performance the Contractor is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

C. Auto Liability Insurance and Worker's Compensation Insurance: The Contractor shall also obtain and maintain all required automobile insurance coverage for any vehicles used in the performance of this Agreement, and any worker's compensation insurance required by law, at all times during the term of this Agreement.

D. Insurance Certificates: Certificates of such insurance, acceptable to the City, shall be attached to this contract upon its execution, as Exhibit #1. These Certificates shall contain a provision that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior notice has been given to the City.

## **VI. SUCCESSORS AND ASSIGNS**

A. Neither the City nor the Contractor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

## **VII. DEBARRED OR INELIGIBLE CONTRACTORS**

A. The Contractor hereby certifies that neither it nor any subcontractor has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract.

B. The Contractor by executing this Agreement hereby certify under the pains and penalties of perjury that:

1. Nothing has been given, nor has an offer or agreement been made to give any person, corporation or other entity any contribution or offer of employment as an inducement for, or in connection with, the award of this contract.
2. No Contractor to or subcontractor for the Contractor has given, offered or agreed to give any contribution or offer of employment to the Contractor, or to any other person, corporation or entity as an inducement for or in connection with the award to the Contractor or subcontractor of a contract by the Contractor.
3. No person, corporation or other entity other than a bona fide full-time employee of the Contractor has been hired or retained by the Contractor to solicit for or in any way assist the Contractor in obtaining this contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Contractor for this Project.

## **VIII. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any client or applicant for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Contractor will take affirmative action to ensure that clients, applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.

B. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

#### **IX. CONFLICT OF INTEREST, COMPLIANCE WITH STATE ETHICS LAWS**

A. Conflict of Interest: The Contractor further covenants that in the performance of this contract that it does not have any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services hereunder.

B. Compliance With Ethics Laws Requirements: The Contractor agrees to comply with all applicable provisions of the recent amendments to Mass. Gen. Laws ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"), which took effect on September 29, 2009. To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws ch. 268A, sec. 1(g) or 1(n), such employees of the Contractor may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements, on or before the deadlines set by the state, currently set for April 2, 2010. Information concerning these requirements is available on the State Ethics Commission website ([www.mass.gov/ethics](http://www.mass.gov/ethics)), or by calling the Commission's Legal Division at 617-371-9500.

#### **X. APPLICABLE LAW AND EXCLUSIVE FORUM**

A. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

B. The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

#### **XI. COMPLIANCE WITH LAWS**

The Contractor shall comply with all local, state and federal laws and all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies, in the performance of services under this Agreement.

#### **XII. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by the authorized representatives of the City and the Contractor listed on the signature page of this Agreement.

IN WITNESS WHEREOF, the City of Springfield, acting by and through its Chief Procurement Officer, with the approval of its Mayor, and the Contractor, have executed this Agreement as of the day and year the same is signed by all necessary parties, on the latest date listed below.

**THE CONTRACTOR,**  
Steven Mollica, dba Relocation  
Strategies:

Steven Mollica  
Steven Mollica  
Date signed: 2/13/15

**CITY OF SPRINGFIELD:**

Lauren Stabilo  
Lauren Stabilo  
Chief Procurement Officer  
Date signed: \_\_\_\_\_

Approved as to appropriation: <sup>N/A</sup>

John P. Kelly  
City Comptroller  
Date signed: 2/18/15

Approved as to form:

Peter Fento  
City Solicitor  
Date signed: 2-19-15

APPROVED:

Domenic J. Sarno  
DOMENIC J. SARNO, MAYOR  
Date signed: 2/26/15

Reviewed:

John Kelly  
Chief Administrative and Financial Officer  
Date signed: 2/26/15

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

034521109
Individual Social Security Number
State Identification Number
Federal Identification Number

Company: Relocation Strategies
P.O. Box (if any):
Street Address Only: 21 Main St.
City/State/Zip Code: Hudson, MA 01749
Telephone Number: 978-567-9134 Fax Number: Email:

List address(es) of all other property owned by company in Springfield:

Please identify if the bidder/proposer is a:

- Corporation
Individual (checked) Name of Individual: Steven Mollica
Partnership
Names of all Partners:
Limited Liability Company
Names of all Managers:
Limited Liability Partnership
Names of Partners:
Limited Partnership
Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Steven Mollica certify under the pains and penalties of perjury that Steven Mollica to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Relocation Strategies Bidder/Proposer/Contracting Entity
Authorized Person's Signature
Date: 9/24/14

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Steven Mollica certify under the pains and penalties of perjury that Steven Mollica to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Relocation Strategies Bidder/Proposer/Contracting Entity
Authorized Person's Signature
Date: 9/26/14

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C s49A, I, Steven Mollica certify under the pains and penalties of perjury that Steven Mollica to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Relocation Strategies Bidder/Proposer/Contracting Entity
Authorized Person's Signature
Date: 9/26/14

Notary Public

STATE OF MA 9/27, 2014
County of Middlesex, ss.

Then personally appeared before me [name] Steven Mollica [title] principal of [company] Relocation Strategies being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Relocation Strategies

Notary Public ERIC ABRO
Notary Public, Massachusetts
My Commission Expires December 18, 2020

My commission expires:

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED MAY BE REJECTED.

**EXHIBIT A – CITY'S REQUEST FOR PROPOSALS FOR  
RELOCATION ADVISORY SERVICES**

**(SEE ATTACHED)**

CITY OF SPRINGFIELD, MASSACHUSETTS  
OFFICE OF PROCUREMENT  
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

EX.A

REQUEST FOR PROPOSALS

RFP (Bid) Number 15-081

Will be received at the Office of Procurement until 2:00 P.M. September 30, 2014 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above RFP number and the due date.

By: **Lauren Stabilo, Chief Procurement Officer**

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**This Request for Proposal is for: Relocation Advisory Services**  
(Per the attached specifications)

As requested by: Office of Housing and Neighborhood Services and Various other Departments as listed in bid specifications.

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.**

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This Proposal is submitted by: \_\_\_\_\_  
(Company Name)

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

I acknowledge receipt of addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

signed by: \_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Signature and Date)

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

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

ADVERTISEMENT  
CITY OF SPRINGFIELD, MASSACHUSETTS  
OFFICE OF PROCUREMENT

**Request for Proposals for: Relocation Advisory Services – Per Bid No. 15-081**

will be received until 2:00 PM EST: September 30, 2014 by:

The Office of Procurement  
Lauren Stabilo, Chief Procurement Officer  
36 Court Street, Room 307, Springfield MA 01103  
Phone (413) 787-6285 FAX 787-6295

The City is seeking an entity to provide on-call relocation advisory services for various departments. Departments covered under this contract may include, but will not be limited to, the Office of Disaster Recovery & Compliance, Community Development, Office of Housing, Office of Planning & Economic Development and Treasurer-Collector's Office. The City is seeking a contract term of three years, with a thirty day termination notice.

The City as a public agency undertaking a project which will result in the displacement is required to provide relocation benefits to all persons and/or entities forced to relocate as a result of the Project. The Consultant must therefore demonstrate experience working with federal and state relocation requirements, as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR, Part 24), and MGL, Chapter 79A and 760 CMR, Part 27.

As a pre-condition to rendering the Relocation Advisory Services requested herein the Consultant must be capable of being certified by DHCD Bureau of Relocation, as a "Relocation Advisory Agency" for the Project pursuant to MGL, Chapter 79A, section 2.

In order to provide prompt answers to questions, the CPO requests that all proposers submit written questions seven (7) days prior to the RFP response deadline. Accordingly, questions must be received in writing only at the City of Springfield, Office of Procurement not later than **September 22, 2014**. Questions may be faxed or mailed. The CPO will compile written answers which will be mailed back to all Proposers who requested a copy of the RFP, no later than **September 24, 2014**.

Note: to newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following Date: September 15, 2014 Phone: 886-5167

**REFERENCE: 4137836285 per RFP# 15-081**



**City of Springfield**

**Request for Proposals for  
Relocation Advisory Services**

**RFP (Bid) No. 15-081**

**September 15, 2014**

## **Part I: Introduction**

The City of Springfield is seeking proposals from qualified individuals, firms, entities and/or joint ventures (hereafter "Consultants") to provide on-call residential and business relocation advisory services for various projects across departments and throughout the City.

## **Part II: Scope of Services**

The City is seeking an entity to provide on-call relocation advisory services for various departments. Departments covered under this contract may include, but will not be limited to, the Office of Disaster Recovery & Compliance, Community Development, Office of Housing, Office of Planning & Economic Development and Treasurer-Collector's Office.

The City is seeking a contract term of three years, with a thirty day termination notice.

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As a pre-condition to rendering the Relocation Advisory Services requested herein the Consultant must be capable of being certified by DHCD Bureau of Relocation, as a "Relocation Advisory Agency" for the Project pursuant to MGL, Chapter 79A, section 2.

The Consultant shall be responsible for and provide the following relocation services and/or tasks:

1. Consultant will be required to advise the City regarding its relocation obligations on all projects assigned in accordance with both State and Federal requirements. Consultant should provide advice and counsel to the City surrounding all issues associated with all state and federal relocation laws including, but not limited to MGL Chapter 79A, Section 4, 760 CMR Part 27.03, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), Section 104(d) of the Housing and Community Development Act of 1974 (as amended), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (as amended).
2. Consultant will be responsible for staying abreast of all changes to applicable relocation laws and requirements and appropriately advise the City on changes, as necessary to ongoing projects.
3. The Consultant will be responsible for keeping up to date on current Project information and scheduling for all projects assigned.

4. Completion of final Relocation Plan for applicable projects as required by MGL, Chapter 79A, Section 4 and 760 CMR Part 27.03.
5. Consultant will be required to be approved by the Bureau of Relocation in the Commonwealth of Massachusetts Department of Housing and Community Development as qualified relocation advisory agency on behalf of the City of Springfield.
6. In conjunction with the City, preparation and delivery of all relocation notices required under federal and state regulations, notices shall include, but not be limited to the General Relocation Notice, Notice of Relocation Eligibility and 90 Day Notice.
7. Contact each Displacee and schedule an interview to provide requisite relocation information, discussion of the Project, including the Project schedule, gathering requisite owner/tenant data and discussion of relocation preferences. The Consultant should also discuss the scope of available relocation benefits.
8. Distribution of pertinent information/brochures of the relocation benefits provided under applicable federal and state relocation regulations, to every Displacee, as well as any informational brochures prepared by the City.
9. Complete a site occupant record for each Displacee (on a form prepared by the Consultant and sufficient to provide the requisite information needed to formulate the final relocation plan and implement the requisite relocation services) which will identify at a minimum the following:
  - Name and address of each Displacee;
  - Displacee status (owner, tenant, etc.);
  - Type of occupancy (residential, business, etc);
  - Appropriate relocation benefits for all Displacees, by project;
  - The length of time the Displacee has occupied the property;
  - Existing size and makeup of the space occupied by each Displacee;
  - Geographic and relocation preference;
  - Features desired in new location (e.g. number of bedrooms, etc);
  - other special relocation requirements.
10. Preparation and maintenance of a separate relocation file for each Displacee. Information kept in the file should contain all pertinent information relating to the relocation needs of the Displacee and any assistance which is provided to each business resident, if any. The files must be available for inspection by the City at any time and turned over to the City at the completion of the services.
11. Identification and maintenance of a listing of comparable relocation opportunities for each Displacee, as established by the relocation regulations, to the Displacee's existing dwelling unit and stated preferences. The information shall be provided to Displacees and should be kept current throughout the relocation process.

12. Assist Displacees with any problems in obtaining accommodations as a result of the Project.
13. Maintain ongoing contact with and be available to each Displacee to keep them advised of the current Project status. Maintain a log of all such contacts with Displacees.
14. Prepare and submit to the City periodic relocation progress reports as requested by the City, including a summary of the number of Displacees displaced, relocated or not relocated, accommodation to which they have relocated to and the number and/or amount(s) of relocation payments made.
15. Provide estimated relocation budget(s) for anticipated projects.
16. Attend public meetings, as requested by the City to respond to questions from potential displacees.
17. Conduct inspections of all properties to which Displacees will be referred to assure each referral meets relocation standards established by the relocation regulations.
18. Assist each Displacee in obtaining moving services estimates required for the move to specific locations identified by the Displacees.
19. Assist each Displacee with transportation and/or transportation options to locate replacement housing.
20. Provide written notification to the City, of the date of move and replacement location, and any other relevant information.
21. Assist all Displacees in preparation of a relocation claim for submission to the City, to include all information necessary to document the claimed expenses incurred in the relocation, including but not limited to, specifications, estimates, cancelled checks, receipted invoices and other material required for documentation.
22. Provide a recommendation to the City as to whether or not a relocation claim should be approved. The recommendation must include certification that claim was compiled and the move was completed in accordance with federal and state regulations and there are no misstatements in the claim.
23. Submittal of any claims over fifty thousand (\$50,000.00) Dollars to DHCD for approval prior to payment.
24. Assistance with any other related relocation issue or matter necessary to complete the relocation of the Displacees and/or projects.
25. Provide assistance to the City with any grievances and/or appeals filed by any of the Displacees regarding a relocation claim.

26. Consultant may be required to submit individual proposals and pricing in accordance with the contract for each project, as projects are assigned by the City.

27. Consultant must be able to procure translation services for relocation activities as needed by Displacees and/or requested by the City. Consultant will be required to submit qualifications and experience of translation providers to the City for prior approval.

## **Part III: Submission Process**

### **Submission Requirements**

Separate, sealed written qualifications, price and non-price proposals are due no later than **September 30, 2014 by 2:00 p.m.** Any proposals received after this time and date will not be considered and will be returned unopened to the proposer. The submission must be identified with the caption "On Call Services – Relocation Advisory Services – Per Bid No. 15-081"

**Lauren Stabilo, Chief Procurement Officer**  
**Office of Procurement**  
**36 Court Street, City Hall - Room 307**  
**Springfield, MA 01103**  
**lstabilo@springfieldcityhall.com**

**A complete submission must be received by the Office of Procurement by: Tuesday, September 30, 2014 by 2:00 p.m.**

Proposal Forms shall be completed in ink or by typewriter. The price of each item shall be stated in words and figures. All blanks must be filled in. Proposals by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Proposals by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signature.

Each Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form). The address to which communications regarding the proposal are to be directed shall be shown.

A Proposer may correct, modify or withdraw its proposal by written notice received by City at the address specified above prior to the time and date specified for the receipt of proposals. After such time, a Proposer may not change the price or any other provision of its proposal in a manner prejudicial to City or fair competition.

As provided in M.G.L. c. 30B, § 6, the proposals shall not be opened publicly, but the City shall cause them to be opened in the presence of one or more witnesses at the time specified above.

Until the completion of the evaluations, or until the time for acceptance specified above, whichever occurs earlier, the contents of the proposals shall remain confidential and shall not be disclosed to competing Proposers. At the opening of proposals, the City shall prepare a register of proposals which shall include the name of each Proposer and the number of modifications, if any, received. The City may open the price proposals at a later time, and shall open the price proposals so as to avoid disclosure to the individuals evaluating the proposals on the basis of criteria other than price.

The City shall determine the most advantageous proposal from a responsible and responsive Proposer taking into consideration price and the evaluation criteria set forth in the RFP. The City shall award the contract by written notice to the selected Proposer within the time for acceptance specified above. The parties may extend the time for acceptance by mutual agreement. Inclusion of any such condition in a proposal shall be cause for rejection of the proposal.

If the City awards the contract to a Proposer who did not submit the lowest price, it shall explain the reasons for the award in writing, specifying in reasonable detail the basis for determining that the quality of services under the contract will not exceed its actual needs.

As provided in M.G.L. c. 30B, § 12, the City may not enter into a contract unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend upon the availability and appropriation of funds. The City, therefore, must reserve the right to cancel the contract if funds are not appropriated or otherwise made available to any fiscal year succeeding the first year.

Late submissions will not be considered.

The City reserves the right to waive any informality in the proposal, to reject any or all proposals or to accept any proposal which it deems to be in the best interest of the City.

A pre-proposal meeting will not be held for this project.

Candidates are asked to mail or hand-deliver one (1) original and four (4) copies of both the non-price (technical) and price proposals. All proposals to be considered must be prepared in accordance with the requirements as specified in this Request for Proposals (herein "On-Call Services - Relocation Advisory Services, Bid No. 15-081").

## **Inquiries**

All inquiries from prospective Consultants, whether from individuals, firms or joint ventures must be submitted in writing to the Office of Procurement. In order to provide prompt answers to questions, the CPO requests that all proposers submit the written questions seven (7) days prior to the RFP response deadline. Accordingly, questions must be received in writing only at the City of Springfield, Office of Procurement not later than **September 22, 2014**. Questions may be faxed or e-mailed ([lstabilo@springfieldcityhall.com](mailto:lstabilo@springfieldcityhall.com) ). The CPO will compile written answers which will be mailed back to all Proposers who requested a copy of the RFP, no later than **September 24, 2014**.

## **Part IV: Submission Requirements for Non-Price (Technical) Proposal**

The Consultant's RFP submission shall include a letter of transmittal, signed by an individual(s) authorized to bind the prospective Consultant contractually. The letter must state the RFP submission will remain valid for ninety (90) days from its submission date and thereafter until the prospective Consultant withdraws it, until a contract is executed or until the procurement is terminated by the City, whichever comes first.

All information pertaining to the prospective Consultant's approach to meeting the requirements of the RFP response shall be organized and presented in the prospective Consultant's submission. The instructions contained in this RFP must be strictly followed. Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be considered in the evaluation.

**All response requirements must be submitted for each party comprising the prospective Consultant's organization, firm, or joint venture as well as any sub-consultants and sub-contractors. The City may reject any and all submissions that do not meet the requirements set forth.**

### **RFP Submission Contents**

The Consultant's RFP submission shall contain the following information in the sequence presented and under a separate heading:

1. Describe the prospective Consultant's general understanding of the scope of services and the key issues associated with performing the required relocation advisory services and the specific disciplines involved. In addition, include statements covering the prospective Consultant's familiarity with municipally required relocation advisory services and describe any unusual conditions or problems the prospective Consultant believes may be encountered.
2. Provide a detailed how the prospective Consultant plans to carry out the on-call services requested within this RFP.

3. Include summary résumés of key personnel proposed to staff this project and descriptions of comparable projects performed by the personnel to be assigned to this work. For each such key employee, indicate whether such employee is to be assigned on a full-time or part-time basis. If an employee is to be assigned part-time, indicate the percentage of his or her time that will be devoted to this project.
4. Provide the names, addresses and telephone numbers of clients for whom the prospective Consultant has performed work similar to that proposed and who may be contacted as references. Preferably, references should include municipalities or municipal agencies similar to the City and should include the recent similar projects previously mentioned. *Must provide a minimum of three references.*
5. Include a project organization chart and a staffing scheduling chart indicating present and future staffing commitments for the prospective Consultant. The staffing scheduling chart should show current projects as well as future planned projects and how this work will be staffed.
6. Include contact information and name of the company/individual that may potentially offer translation services as part of this project.
7. Should include a detailed description of all government related relocation projects that have been completed, in progress and planned within the last ten (10) years.
8. Should include all experience working with both federal and state relocation laws and regulations and all applicable projects.
9. Should demonstrate ability and/or past projects that involved certification by the DHCD Bureau of Relocation as a "Relocation Advisory Agency".

### **Conflict of Interest**

Each prospective Consultant is advised that their performance of work for the City may, at any time, raise questions about real or perceived conflicts of interest because of its relationship to other entities or individuals, including but not limited to, private and/or public owners of properties that abut or may be affected by the Project and/or other state-created entities with potentially conflicting interests or concerns.

Accordingly, the City reserves the right to:

1. Disqualify any prospective Consultant or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented;
2. Require any prospective Consultant to take any action or supply any information necessary to remove the conflict, including but not limited to obtaining an opinion from the Massachusetts State Ethics Commission; or

3. Terminate any contract arising out of this solicitation if, in the opinion of the City any such relationship would constitute or have the potential to create a real of perceived conflict of interest that cannot be resolved to the satisfaction of the City.

In addition, representatives, employees, sub-consultants and/or sub-contactors of the successful Consultant will be required to agree to certify from time to time, in a form approved by the City, that in connection with work under this RFP, they are in full compliance with the provisions of MGL, Chapter 286A and any other applicable conflict of interest laws. The prospective Consultant agrees to disclose in writing any facts the City may need in order to resolve questions about potential conflicts of interests occurring during the period of solicitation or performance hereunder and upon request of the City supply a full and complete list of its relationships to other entities and individuals. In such event, the prospective Consultant shall consult with the Commonwealth of Massachusetts's authorized representative to learn what action must be taken to resolve such conflicts and to comply with all applicable laws.

Each of the prospective Consultants shall submit to the City all such potential conflicts or a written certification this it has none.

## **Part V: Submission Requirements for Price Proposal**

The Consultant must submit a separate price proposal for the work described in *Part II: Requested Relocation Advisory Services*, which is to be submitted under separate and sealed envelope. Consultant must submit One (1) original and Four (4) copies of Price Proposals. Exterior of envelope should be clearly marked "BID # 15-081 - PRICE PROPOSAL". The Price Proposal Submission will remain sealed until completion of the evaluation of the Non-Price (TECHNICAL) Proposals.

The **Price Proposal** should quote the requested services as follows:

- Fixed Fee each for Residential, Tenant Relocation Claim
- Fixed Fee each for Residential, Owner-Occupied Relocation Claim
- Fixed Fee each for each Business Unit Commercial Relocation Claim
- Fixed Hourly Rate for any other necessary relocation services not included within the original scope of work

Consultant will be permitted to bill in addition to these fixed fees for translation services, as required. Hourly rate of translation services will need to be submitted to the City for approval prior to services being utilized.

## **Part VI: Selection Criteria**

All proposals shall be evaluated in conformity with the requirements of Massachusetts General Laws, Chapter 30B and federal procurement regulations. A Selection Advisory Committee comprised of representatives from the Department of Disaster Recovery & Compliance, Office of Planning & Economic Development, Office of Housing and the Collector-Treasurer's Office will evaluate the proposals received. The Selection Advisory

The Minimum Threshold Criteria will establish the basic eligibility of the proposal for further review. Acceptable proposals then will be evaluated in accordance with the Comparative Evaluation Criteria provided below. The City intends to select the most advantageous proposal, from a responsive and responsible proposer, taking into consideration all evaluation criteria and price.

### **Minimum Evaluation Criteria**

**Proposals that do not meet all of the following minimum criteria or a failure to respond to any of the following criteria will result in a rejection of your proposal.**

Answer YES or NO to each of the following criteria with a detailed explanation.

1. The Consultant must have a minimum of three (3) years of experience providing relocation advisory services to a Massachusetts town/municipality and/or a Massachusetts state agency, or other government authority and/or commission.
2. The Consultant must have at least five (5) years of experience providing relocation advisory services to both residential and commercial (owners and tenants), within the Commonwealth.
3. The Consultant must have a minimum of three (3) years of experience federally funded, government relocation projects that were governed by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
4. The Consultant must be able to procure translation services.
5. The Consultant must have at least three (3) years of experience providing relocation advisory services within comparable diverse, urban areas, involving multiple displacees.
6. The Consultant must have received approval from the DHCD Bureau of Relocation as a qualified relocation advisory agency on a minimum of three (3) projects and must demonstrate understanding of the requirements associated with certification.

## Comparative Evaluation Criteria

Proposals that have met all the Minimum Criteria will be further evaluated and rated on the basis of the following Comparative Criteria. The City of Springfield reserves the right to ask any Proposer to provide additional supporting documentation in order to verify responses.

The following ratings will be used to measure the relative merits of each proposal that met the above delineated Minimum Evaluation Criteria, against each of the criteria listed below. The criteria are those qualifications that are valuable to the City and for which the City may agree to pay more.

**Highly Advantageous:** The proposal fully meets and significantly exceeds the standards of the specific criterion.

**Advantageous:** The proposal fully meets the evaluation standard of the specific criterion.

**Not Advantageous:** The proposal does not fully meet the evaluation standard of the specific criterion, is incomplete, unclear, or both.

**Unacceptable:** Proposal is non-responsive to criterion.

### **A. Experience Providing Relocation Services to Government(al) Organization(s)**

- HA The Proposer has demonstrated more than seven (7) years of experience providing Relocation Advisory Services to comparable government(al) organization(s).
- A The Proposer has demonstrated between three (3) years and seven (7) years of experience providing Relocation Advisory Services to comparable government(al) organization(s).
- NA Proposer has not demonstrated at least three (3) years of experience providing relocation advisory services to comparable government organization(s).
- U Non-responsive.

### **B. Experience with Relocating Residential and Commercial Owners and Tenants**

- HA The Proposer has over seven (7) years of experience providing Relocation Advisory Services to both Residential and Commercial Tenants within the Commonwealth of Massachusetts.
- A The Proposer has demonstrated between five (5) and seven (7) years of experience providing Relocation Advisory Services to both Residential and Commercial Tenants within the Commonwealth of Massachusetts.
- NA The Proposer has not demonstrated at least five (5) years of experience providing Residential Relocation Advisory Services to both residential and commercial tenants.

U Non-responsive.

**C. Experience with Federally Funded Relocation Projects**

HA The Proposer has demonstrated over seven (7) years of experience working with successful, federally funded, government relocation projects that were governed by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

A The Proposer has demonstrated between three (3) and seven (7) years of experience working with successful, federally funded government relocation projects that were guided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

NA The Proposer has not demonstrated at least three (3) years of experience working with successful, federally funded government relocation projects that were guided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

U Non-responsive.

**D. Experience with Relocation Advisory Services in Diverse Urban Areas Involving Multiple Displacees**

HA The Proposer has demonstrated over five (5) years of experience providing Relocation Advisory Services within comparable diverse, urban areas and shows a superior understanding and knowledge of the issues associated with relocation in diverse, urban areas, involving multiple displacees.

A Proposer has demonstrated between three (3) and five (5) years of experience providing Relocation Advisory Services within comparable diverse, urban areas and/or proposer shows a basic understanding of the issues surrounding relocation in diverse, urban areas, involving multiple displacees.

NA Proposer has not demonstrated at least three (3) years of experience providing Relocation Advisory Services within comparable diverse, urban areas and/or proposer shows little understanding of the various issues surrounding relocation in diverse, urban areas, involving multiple displacees.

U Non-responsive.

**E. Qualification as a Relocation Advisory Agency**

HA The Proposer has demonstrated over seven (7) projects that it has obtained certification as a relocation advisory agency by the DHCD Bureau of Relocation and shows a superior understanding of the requirements associated with certification.

A Proposer has demonstrated between three (3) and seven (7) projects that is has obtained certification as a relocation advisory agency by the DHCD Bureau of Relocation and shows a qualified understanding of the requirements associated with certification.

- NA Proposer has been unable to demonstrate a minimum of three (3) projects that it was certified as a relocation advisory agency by the DHCD Bureau of Relocation and shows little to no understanding of the requirements associated with certification.
- U Non-responsive.

## END OF RFP SPECIFICATIONS

**COST (PRICE) PROPOSAL SHEET**

PRICE (OR COST) INFORMATION MUST BE SUBMITTED SIGNED AND SEALED SEPARATELY FROM THE TECHNICAL PROPOSAL. THE ENVELOPE CONTAINING THE **COST PROPOSAL MUST BE MARKED "RELOCATION ADVISORY SERVICES – PRICE PROPOSAL – BID NO. 15-081" AND THE PROPOSER'S NAME.**

---

(Name of Proposer Firm)

The **Price Proposal** should quote the requested services as follows:

- Fixed Fee each for Residential, Tenant Relocation Claim  
\$ \_\_\_\_\_
- Fixed Fee each for Residential, Owner-Occupied Relocation Claim  
\$ \_\_\_\_\_
- Fixed Fee each for each Business Unit Commercial Relocation Claim  
\$ \_\_\_\_\_
- Fixed Hourly Rate for any other necessary relocation services not included within the original scope of work  
\$ \_\_\_\_\_

Consultant will be permitted to bill in addition to these fixed fees for translation services, as required. Hourly rate of translation services will need to be submitted to the City for approval prior to services being utilized. This Price Proposal sheet is to be signed below by a representative of the Proposer Firm who is authorized by the Chief Executive Officer of that firm to sign:

by: \_\_\_\_\_  
(Signature)

name and title typed or printed: \_\_\_\_\_

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# Office of Procurement

## Invitation and Instructions to Bidders

Proposals shall be typewritten or written in ink on the enclosed forms. Officials of Corporations shall designate their official titles. Partners or Sole Owners shall so state, giving names of all interested Parties. Bid must be submitted in a sealed container and shall be guaranteed for ninety (90) days. Bidder shall not base Proposals on verbal information from any employee of the City. The City reserves the right to reject any or all bids.

**Request for Proposal: To Relocation Advisory Services to City Departments**

**Bid No. 15-081**

**Opening Date: September 30, 2014 at 2:00 PM**

### PROCUREMENT'S Submission Requirement Checklist

Bids must be received on or before the due date and must include the following, signed, & notarized as required. Failure to submit the following may be cause for immediate rejection:

- \_\_\_\_\_ (1) Request for Proposal Form (Cover Page) Completed & Signed
- \_\_\_\_\_ (2) Non-Collusion Statement
- \_\_\_\_\_ (3) Tax Certification Affidavit Signed & Notarized
- \_\_\_\_\_ (4) Affirmative Action Plan Completed
- \_\_\_\_\_ (5) One (1) Unbound Original and Four (4) Bound copies of the Technical Proposal (Marked Accordingly)
- \_\_\_\_\_ (6) One (1) Unbound Original and Four (4) copies of Price Proposal (Price Proposal must be sealed separately from Technical Proposals)
- \_\_\_\_\_ (7) Receipt of all addenda if issued
- \_\_\_\_\_ (8) Completed W-9 Form
- \_\_\_\_\_ (9) All responses as required by the bid documents

Questions regarding the bid must be directed in writing to the Chief Procurement Officer no later than seven working days before the day on which the bids are due. All communications should include reference to the bid number and opening date. E-Mail and Facsimile communications are acceptable.

**COLLUSION OR FRAUD STATEMENT**

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

\_\_\_\_\_  
(NAME OF PERSON SIGNING BID)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor**, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

**C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.**

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

**D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.**

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number

State Identification Number

Federal Identification Number

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

P.O. Box (if any): \_\_\_\_\_ Street Address Only: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

List address(es) of all other property owned by company in Springfield: \_\_\_\_\_

Please Identify if the bidder/proposer is a:

Corporation \_\_\_\_\_

Individual \_\_\_\_\_ Name of Individual: \_\_\_\_\_

Partnership \_\_\_\_\_ Names of all Partners: \_\_\_\_\_

Limited Liability Company \_\_\_\_\_ Names of all Managers: \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_ Names of Partners: \_\_\_\_\_

Limited Partnership \_\_\_\_\_ Names of all General Partners: \_\_\_\_\_

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

\_\_\_\_\_ Date: \_\_\_\_\_
Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

\_\_\_\_\_ Date: \_\_\_\_\_
Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_ Date: \_\_\_\_\_
Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

STATE OF \_\_\_\_\_, 2014

County of \_\_\_\_\_, ss.

Then personally appeared before me [name] \_\_\_\_\_, [title] \_\_\_\_\_ of [company name] \_\_\_\_\_, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/hcr free act and deed and the free act and deed of [company name] \_\_\_\_\_.

Notary Public

My commission expires: \_\_\_\_\_

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED MAY BE REJECTED.

AFFIRMATIVE ACTION PLAN  
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT \_\_\_\_\_ BID NO. \_\_\_\_\_

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL.B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
	B	C	D	E	F	B	C	D	E	F

B.) What is your anticipated work force for this project/service? \_\_\_\_\_  
Number of Minorities \_\_\_\_\_ Number of Females \_\_\_\_\_

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian,  
Alaskan Native, Cape Verdean, Caucasian.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,  
AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS  
PROVIDED OR NOT.**



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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

**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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line, 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 the "Business name/disregarded entity name" line. 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.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 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 684(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 654 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 \$500 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(87)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, 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 Reg. 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 Reg. 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 684(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 654 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 409(b) plan or section 457(g) plan

**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 LLO that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLO 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 Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-929-5678).

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 the "Name" line 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 MBA 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>3</sup> The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner <sup>3</sup>
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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 Regulation section 1.671-4(b)(2)(i)(E))	The trust

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*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, social security number (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 4536, 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [irs.gov](http://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 6408, 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.

EXHIBIT B – CONTRACTOR'S TECHNICAL PROPOSAL

(SEE ATTACHED)

CITY OF SPRINGFIELD, MASSACHUSETTS  
OFFICE OF PROCUREMENT  
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

EX-B

REQUEST FOR PROPOSALS

RFP (Bid) Number 15-081

Will be received at the Office of Procurement until 2:00 P.M. September 30, 2014 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above RFP number and the due date.

By: Lauren Stabilo, Chief Procurement Officer

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This Request for Proposal is for: Relocation Advisory Services  
(Per the attached specifications)

As requested by: Office of Housing and Neighborhood Services and Various other Departments as listed in bid specifications.

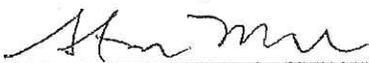
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

This Proposal is submitted by: Relocation Strategies  
(Company Name)

21 Main St., Hudson, MA 01749  
(Company Address)

I acknowledge receipt of addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

signed by: Steven Mollica  
(Printed or Typed Name and Title)

 9 1 24 1 14  
(Signature and Date)

Telephone Number: 978-567-9134

Fax: \_\_\_\_\_

Email Address: Stevmollica@aol.com

TRANSMITTAL MEMO

TO: Lauren Stablio, Chief Procurement Officer  
FROM: Steven Mollica, Relocation Strategies   
RE: PROPOSAL RFP BID 15-081, RELOCATION ADVISORY SERVICES  
DATE: September 29, 2014

---

Please find attached one (1) original and four (4) copies of response from Relocation Strategies to RFP Bid 15-081, Relocation Advisory Services.

You will find that we possess the required experience to provide required services. As firm Principal, I will be involved in providing relocation advisory services to the City of Springfield. You can see from my resume that I possess more than 25 years experience handling relocation assistance matters pursuant to Massachusetts General Laws, Chapter 79A and the federal Uniform Relocation Act. I have worked directly for numerous public agencies throughout Massachusetts, including the City of Springfield, on several projects within the past three (3) years that have involved the displacement of homeowners and residential and commercial tenants. In addition, my experience includes nearly ten (10) years as the Director of the Massachusetts Bureau of Relocation during which time I was responsible for drafting the current regulations covering relocation assistance, 760 CMR 27.00. Through this experience, I have a 100% record in obtaining designation as a relocation advisory agency when requested by the Bureau of Relocation.

I look forward to the opportunity to continuing to work with the City of Springfield.

## RFP SUBMISSION CONTENT

### 1. DESCRIBE UNDERSTANDING OF SCOPE OF SERVICES:

The project scope is very similar to the scopes included in other projects that have recently been undertaken and/or successfully completed by Relocation Strategies (RS). The services sought are intended to ensure that the City of Springfield, in undertaking the acquisition of real property, complies with the applicable statutory and regulatory requirements regarding relocation assistance and assistance available to the occupants to be displaced. It would appear from the project scope that negotiations to acquire property and property management are not included in services sought. The project scope appears to be comprehensive and should cover all services that would be typically required in order to relocate affected occupants. RS will make every effort to ensure that affected occupants vacate acquired premises in a timely and cost effective manner. In order to do this, RS will make considerable efforts to develop the trust of the affected occupants by carefully listening to their concerns, seeking mutually agreeable solutions to problems they may face in becoming re-established and communicating precisely with the affected occupants as to the statutorily imposed restrictions on compensation of relocation expenses.

In the negotiations for property acquisition, procurement of real estate appraisals and property management will be done by individuals other than the prospective consultant, certain issues will need to be coordinated between other firms and individuals and the prospective consultant. Specifically and perhaps most importantly, there will need to be a careful and comprehensive review of real estate appraisals, done cooperatively with real estate appraisers, to ensure that items are properly classified as real property or personal property. Such review would be undertaken by using the definition of personal property in G.L. 79A Section 1 and pertinent Bureau of Relocation decisions as the primary guide. In addition, the prospective consultant will need to effectively coordinate with the property management following acquisition of property to resolve numerous issues, including use and occupancy charges, vacate dates, and condition of the property following vacancy.

Familiarity With the Project and Potential Problems: As the former Director of the Massachusetts Bureau of Relocation, Steve Mollica, as the designated project manager, has had experience on various relocation projects in Springfield and the surrounding areas. Most recently, he has completed relocation services for the Forest Park Middle School and, the South End Urban Renewal Area. I have also completed work in the surrounding areas, including relocation projects in Chicopee, Ludlow and Westfield. I am familiar with the areas within Springfield and can "hit the ground running" with regard to understanding issues or concerns that may be involved in relocating occupants within and around Springfield.

With regard to problems unique to the relocation of occupants, generally there are a few concerns. First, it is important for there to be sufficient lead-time between the intended "initiation of negotiations" and the preliminary work that would need to be accomplished, including but not limited to, the preparation of a thoughtful and approvable relocation plan. Carefully addressing solutions to possible problems in an approved relocation plan will be well worth any minor delay that may be incurred as a result. Secondly, assisting displaced occupants in finding such space that is truly comparable can be challenging. Springfield is comprised of many diverse areas and my experience within the City will enable me to help affected occupants, both residential and commercial, to identify sufficient replacement properties. Thirdly, the matter of application of applicable regulations will need to be effectively addressed. There are some deviations between the current federal and state regulations covering relocation assistance and payments. Establishing some uniform policy in advance of commencing any project to address such deviations will be an

important, but not especially difficult, matter.

## RFP SUBMISSION CONTENT

### 2. Plan to Carry Out Services:

#### TASK 1 – PRELIMINARY SERVICES

- 1.1 **Become Familiar with the Proposed Scope of the Project and Anticipated Schedule for Construction.** Initially, RS Project Manager and Officer in Charge will meet with agency staff to gain a better understanding of the scope of the project, the time frame under which the occupants will need to be relocated and a general discussion of the project. It is hoped that such a meeting will reveal any legal issues that will need to be considered that may cause delays in timely relocation. It would also be helpful, as early in the process as possible, for a dialogue to begin regarding possible replacement locations for displaced occupants.
- 1.2 **Establish a Site Office.** It may be beneficial to have an office location near the site so that displaced occupants may meet with relocation staff while also demonstrating to the affected occupants that the project is a reality. RS will work with the agency to ensure that space utilized will be as economical and minimal as possible.
- 1.3 **Designation as a Relocation Advisory Agency.** MGL c. 79A, Section 2 requires that displacing agencies be designated as a "relocation advisory agency" prior to acquisition of property that will result in the displacement of occupants (presumably, this would include the acquisition of leasehold improvements). Mr. Steven Mollica, RS Project Manager, will prepare all required information in order to secure this designation from the Massachusetts Department of Housing and Community Development Bureau of Relocation. Given the scope and complexity of this project, it is anticipated that the Bureau of Relocation would want to meet with staff that will be providing relocation advisory services. RS will work to minimize any conditions that may be placed upon the designation by DHCD.
- 1.4 **Initial Meeting with Occupants.** As soon as practicable, RS Project Manager and staff will arrange to meet with occupants to be displaced. At the initial meeting with occupants, RS will provide the occupants with a "general information notice" (as required under 49 CFR 24.00 and 760 CMR 27.00), will distribute informational material, including an informational statement and copies of applicable state and federal regulations. At the initial meeting, a site occupant record form will be prepared and all pertinent information regarding the occupant's relocation needs and preferences will be gathered. In some cases, this may require additional meetings with the occupants.
- 1.5 **Preparation of a Relocation Plan.** Once all required information has been collected from the affected occupants by, a relocation plan will be prepared as required under G.L. 79A. Project Manager will transmit the relocation plan to the Bureau of Relocation and, if necessary, any other funding agencies. At the time the Relocation Plan is provided to the Bureau of Relocation, RS will prepare and send to affected occupants a notice that the relocation plan is available for review and comment (as required by 760 CMR 27.03(4)). In preparing the relocation plan, it is likely that RS may elect to develop and include specific policies that will expedite the eventual relocation process. RS Project Manager will work closely with the Bureau of Relocation to ensure timely and complete approval of the filed relocation plan.

#### TASK 2 – RELOCATION ADVISORY SERVICES

- 2.1 **Preparation of Personal Property Inventories.** 760 CMR 27.03(8) requires that Real/Personal Property Reports be included as part of an approved relocation plan. Shortly after the initial meeting with occupants, RS Project Manager and/or staff assigned as consultant to the occupant, will advise the occupant of the need to prepare a personal property inventory. In order not to delay the approval of the relocation plan, summaries of such inventories will be forwarded to the Bureau of Relocation as addendums to the approved relocation plan. It will be RS's approach to require the affected occupant to prepare the personal property inventory on a form approved by the RS Project Manager. Because the personal property inventory is critical in determining eventual relocation expenses, RS will meet with all affected parties to ensure that the personal property inventories are accurate and do not include items that should be considered real estate.
- 2.2 **Replacement Site Searching.** RS will work actively with agency staff, occupants, and area real estate brokers to assist in locating a suitable replacement business location for each occupant. It would appear that the occupants to be displaced by this project have unique and challenging requirements that may make it difficult for them to locate suitable replacement locations. These factors will be discussed and addressed in the relocation plan and in subsequent meetings between RS and the affected occupants. It may be necessary for RS to work with local government agencies to assist in obtaining necessary approvals for occupants to be displaced by this project to become successfully relocated. Due to the dependence of the affected businesses on the airport, it will likely be necessary, in nearly all cases, the businesses remain within a certain radius from the airport. As necessary and deemed useful, RS Project Manager and staff will inspect proposed replacement locations in order to ensure that the proposed replacement locations are viable RS may recommend that the relocation plan include monetary incentives for occupants that enter into agreements to purchase or lease replacement space expeditiously after receiving a notice to vacate. RS may also recommend that regulatory caps on searching costs be waived in order to promote an aggressive effort by the displaced occupants to locate a suitable replacement location.
- 2.3 **Issuance of Eligibility and Vacate Notices.** Eligibility of affected occupants for relocation benefits will be triggered by the written offer to acquire property. RS will work cooperatively with agency staff to review these notices in order to ensure that they comply with requirements of applicable state and federal relocation regulations.
- 2.4 **Distribution of Relocation Claim Forms.** For all displaced occupants, RS will prepare and distribute a package of generally accepted commercial relocation claim forms. RS Project Manager will personally review these claim forms with all affected occupants and provide advice and assistance on requirements for filing a claim for relocation expenses with the agency. RS will further transmit written instructions to all affected occupants as to the supporting documentation that will be necessary to process the displaced occupants' eventual relocation claim.
- 2.5 **Assistance in Preparing Use and Occupancy Agreements.** Following acquisition, the agency may determine it to be necessary to enter into use and occupancy agreements with affected occupants. If that is the case, RS will assist the agency in preparing and executing use and occupancy agreements, and undertake efforts to ensure that such agreements protect the interests of the agency.

### **TASK 3 – RELOCATION COORDINATION**

- 3.1 **Identification of Replacement Locations.** Once the displaced occupant has identified the replacement location, RS Project Manager and/or staff will inspect the premises for suitability. Displaced occupants will be advised to provide RS with written notification of the date they intend to relocate. If necessary, RS will take digital photographs of both the displacement and replacement locations in order to minimize potential disputes and/or for support during any grievance appeals.

- 3.2 **Assist to Prepare and Approve Move Specifications.** In light of the complex nature of the businesses to be relocated for this project, RS expects that for a majority of cases displaced by this project, it will be necessary for the displaced occupant to prepare move specifications and submit such specifications for approval (as provided for by 760 CMR 27.05(4)). Move specifications will be prepared after the affected occupant locates and secures a replacement location. Copies of approved move specifications will be included in the affected occupants' file.
- 3.3 **Independent Review of Move Cost Estimates.** Move cost estimates supplied by the affected occupants will need to be reviewed by an independent move cost estimator. RS intends to utilize the services of a sub-contractor with expert experience in this field to ensure that the estimates obtained by the displaced occupants are reasonable. A separate line item for this service is included in the fee structure portion of this proposal.
- 3.4 **Negotiate Self-Move Agreements.** It is anticipated that the businesses to be displaced by this project will elect to enter into "negotiated self-move agreements" with the agency in order to establish a mutually agreeable cost of relocation. As the RS Program Manager, Mr. Steven Mollica will be responsible for the preparation and execution of all self-move agreements, including ensuring that such agreements comply with the requirements of established DHCD policies. Mr. Mollica, as the former Director of the Bureau of Relocation, wrote and implemented the current DHCD guideline policy regarding self-moves.
- 3.5 **Obtain Personal Property Appraisals.** In cases where a displaced business elects to sell rather than move some or all of its personal property, the business may make a claim under the "actual direct loss of tangible personal property" benefit. This benefit will require that a personal property appraisal be done and that the displaced business make an effort to sell the property. In such cases, RS will utilize the services of a personal property appraiser and monitor the sale of personal property. RS will also fully inform the business owner of the necessary documentation required to file a claim on the basis of this benefit.
- 3.6 **Monitor Moves.** RS Project Manager and/or staff will monitor the move of personal property from the displacement location to the replacement location. Of primary importance will be to ensure that the terms and conditions of self-move agreements are fully met and that the personal property is moved (or substituted with new equipment) in the manner described in the approved move specifications.
- 3.7 **Complete Documentation of Relocation Claims.** RS Project Manager will ensure that all final relocation claims are fully documented. Relocation claim packages will be organized in an orderly manner and will contain all pertinent information to demonstrate and support the final recommended amount of the claim. RS will work with the displaced businesses to collect all information that is required to support their claim for relocation expenses.
- 3.8 **Recommend Payment to Agency and DHCD.** Once the relocation claim package for each displaced business is completed, RS Project Manager will prepare a written recommendation for payment to the agency. RS will be available to explain the basis for recommendation of payment to the agency and advise on the possibility of an appeal or dispute. In conformance with state regulations, relocation claims in excess of \$50,000 will be sent to the Bureau of Relocation for review and approval before payment is made. RS will work to ensure that DHCD review and approval is done in an expeditious and favorable manner.
- 3.9 **Arrange for Partial Payments and Assignments of Payments.** There may be situations where a displaced business wishes to be paid a partial payment or have some or all of its relocation payment assigned to a third party. In such cases, RS Project Manager will ensure that such payments are made

according to the requirements of applicable state regulations and/or other written policies that may be developed by the agency or included as part of the approved relocation plan.

- 3.10 **Coordinate Occupant Vacancy with Agency Property Management.** Once a business has relocated, RS will undertake the necessary coordination with the agency Property Management to ensure that all personal property has been relocated and that the premises are left in a condition consistent with the terms of the lease, rental agreement or use and occupancy agreement. If necessary, RS will make adjustments to relocation claims in cases where a business fails to move its personal property pursuant to the self-move agreement.
- 3.11 **Participate in Appeals.** In the event that there is a dispute between an affected occupant and the agency's determination for an amount of, or eligibility for, a relocation payment, RS Project Manager will provide assistance through all levels of appeals, as provided for within MGL c. 79A.

#### **TASK 4 – ON-GOING SERVICES**

- 4.1 **Regular Meetings with Affected Occupants.** It is anticipated that RS will need to meet on a regular basis with the businesses to be displaced by this project in order to provide continual assistance and advice. While the frequency of these meetings will be somewhat dictated by the level of assistance that is required by the displaced business, it is prudent, as the agency's consultant, to have a regular presence in the area among the businesses to be displaced in order to ensure that potential problems are resolved as efficiently as possible.
- 4.2 **Regular Meetings with City of Springfield.** RS will meet on a regular basis with the agency's staff to provide updates on progress. In addition, RS will prepare monthly reports describing the status of the relocation efforts of the affected occupants and a summary of issues that may require action by the agency.
- 4.3 **Maintain Files.** RS will maintain complete files on each affected occupants and will make these files available to the agency for review. Any communications that take place between RS Project Manager and/or staff will be noted and included in the file, with a summary of the communication. In addition, the files will include all documentation to support the relocation claim, including, but not limited to, personal property inventories, move specifications, photographs, cost estimates, review estimates, appraisals, self-move agreements, move monitoring notes, claim forms, and recommendations for payments.

## RFP SUBMISSION CONTENT

### 3. SUMMARY RESUME

#### **Steven Mollica**

Mr. Mollica is in demand both as a consultant to public agencies undertaking projects that cause displacement as well as to displaced businesses. He has worked in the field of relocation due to eminent domain takings and related government actions for more than 25 years. During the course of this career, he has been instrumental in the settlement of numerous relocation cases for residents and businesses displaced due to various transportation, urban renewal and public infrastructure improvement projects. This experience has enabled Mr. Mollica to devise unique, creative and effective solutions to problems facing people and businesses displaced due to government action.

Mr. Mollica served for ten years as the Director of the Massachusetts Bureau of Relocation. In that position, he was directly responsible for all matters pertaining to the regulation of the Massachusetts Relocation Assistance Program, as provided for under Massachusetts General Laws, Chapter 79A and the Federal Uniform Relocation Act. While at the Bureau of Relocation, Mr. Mollica was responsible for writing 760 CMR 27.00, the current Massachusetts relocation regulations. As the Director of the Bureau of Relocation, he personally oversaw dozens of projects undertaken by various state and municipal agencies resulting in the displacement of hundreds of businesses and residences. Additionally, he reviewed and approved relocation plans and claims, mediated disputes between displacing agencies and displaced persons, as well as provided continuous technical assistance to agencies engaged in property acquisition and relocation projects.

Mr. Mollica is a nationally recognized specialist in the field of relocation assistance, and has spoken on the subject of relocation assistance at various conferences and written numerous published articles on the subject of relocation assistance. In addition Mr. Mollica recently served as an unpaid advisor to the State of Connecticut Office of Ombudsman for Property Rights. Mr. Mollica holds a Bachelor of Arts degree from Boston University and attended the Fletcher School of Law and Diplomacy with studies in Economics.

RFP SUBMISSION CONTENT

4. Resumes

NAME AND TITLE	ORGANIZATION	CONTACT INFORMATION
Attorney Kathleen Breck	City of Springfield	Springfield City Hall 36 Court Street Springfield, MA 01103 (413) 787-6085
Attorney Robert Warren	City of Springfield, Massachusetts	Springfield City Hall 36 Court Street Springfield, MA 01103 (413) 787-6085
Attorney Christine McClave, Deputy Chief Counsel	Massachusetts Department of Housing and Community Development	100 Cambridge Street Boston, MA 02114 (617) 573-1503
Ms. Ashley Emerson Bureau of Relocation	Massachusetts Department of Housing and Community Development	100 CAMBRIDGE STREET BOSTON, MA 02114 (617) 573-1503
Ms. Maureen Hayes Owner	Hayes Development	1391 Main Street Springfield, MA 01103 (413) 732-1040
Attorney Ernest DeSimone	Lynch DeSimone and Nylan	10 Post Office Square Boston, MA 02109 (617) 348-4500
Ms. Rita Coppola	Williamstown College	Williamstown, MA

## RFP SUBMISSION CONTENT

### 5. Contact Information for Translation Services

If translation services are needed, many documents required for relocation assistance including information brochures and claim forms are already available through the HUD website. All efforts to utilize these documents will be made in an effort to save on expenses. If it becomes necessary for translation services during interviews and personal interactions with occupants, our approach is to use family members or other members of the community with whom the occupant may have some level of existing trust, since many of the issues discussed can be confidential in nature. In the event such outside assistance is not needed, we will procure translation services from local services, although that is often not required.

## RFP SUBMISSION CONTENT

### 7, 8 & 9 – Description of Relocation Projects Completed, Experience Working with Relocation Laws and Projects Involving Certification as a Relocation Advisory Agency:

Below is a listing of relocation projects that have been completed within the last seven (7) years. On all of these projects, Steven Mollica served as project manager and handled all day to day interactions with displaced occupants. In each case, these projects involved working with the controlling relocation laws and regulations, including both the Federal Uniform Relocation Act and Massachusetts General Laws, Chapter 79A. Unless otherwise noted, on each project, designation was attained on behalf of the client as a Relocation Advisory Agency as required by Massachusetts General Laws, Chapter 79A.

#### Springfield – South End Urban Renewal Project

Provided relocation advisory services for approximately 22 homeowners and residential tenants in connection with the South End Urban Renewal Project. This project involved multiple challenging occupants, including low income

#### **Springfield – Forest Park Middle School**

Relocation advisory services for 12 homeowners, tenants and non-owner occupied properties. All cases were settled in a timely manner.

#### **Springfield – Mason Square**

Provided relocation advisory services to the City of Springfield in connection with the displacement of one (1) business in Mason Square for conversion of library. Project had very public consequences and was handled without need for appeal.

#### **City of Lynn – Consolidated Middle School**

Provided relocation services to the City of Lynn for the acquisition of two (2) multi-family properties. Funding from Massachusetts School Building Assistance Authority required expedited displacement. Project also required translation services.

#### **City of Gardner – New Police Station**

Relocation Services for 12 residential tenants and 6 business occupants. CDBG funded demolition project with low-mod income tenants and long standing commercial operations.

#### **Boston – Logan International Airport – Massport**

Provided relocation services for commercial tenants of Cargo Building 60. Cargo Building 60 was acquired by Massport for the construction of the new "third runway" at Logan Airport. Affected businesses include cargo-related companies with very complex and time-sensitive relocation needs. It is expected the cost to relocate these businesses will be 50% less than the original anticipated budget and will be complete six (6) months ahead of schedule. This project is almost near completion.

#### **City of Lowell, Massachusetts – JAM Urban Renewal Project**

Relocation Assistance and management services for the City of Lowell in connection with the relocation of seven (7) businesses located within the Jackson/ Middlesex Urban Renewal area. Businesses will be displaced for construction of a new parking garage. As part of this project, the firm formulated a "Relocation Incentive Payment Policy" to ensure the timely relocation of occupants to other locations. The program was the first of its kind in Massachusetts. The City expects to have the acquired vacant

within the eight weeks of acquisition and all but one of the displaced businesses has plans to remain open other locations in Lowell. The result is a significant savings to the City in carrying costs of the acquired property, quicker demolition of the property, so not to delay construction of the garage.

#### **City of Lowell – Hamilton Canal**

Phase II of JAM. Provided relocation and management services for eight (8) businesses as part of the redevelopment of the Hamilton Canal section of the JAM Urban Renewal area. In addition, the City of Lowell requested to participate in negotiations to acquire targeted properties, including review of appraisals and strategic advice on litigation avoidance.

#### **Fall River Redevelopment Authority – Kerr Mill Project**

Relocation for 1 large commercial business, for the redevelopment of Kerr Mill property in Fall River

#### **Maine Department of Transportation (D.O.T)**

Various residential homeowner and tenant relocation projects in Falmouth, Gorham, Wells and Calais, Maine. This project did not require Bureau of Relocation approval.

#### **Norwalk, Connecticut – Redevelopment Agency- various projects**

Provided litigation support services in connection with the acquisition and relocation of a very complex commercial property. In addition, prepared necessary documentation to support the agency's efforts to negotiate the purchase of a parcel of property located within the Reed-Putnam Urban Renewal Area of Norwalk, CT. and provided strategic planning and conducted public meetings in connection with acquisition and relocation of commercial and residential occupants for the Wall Street and Norwalk Center Urban Renewal Projects.

#### **New Atlantic Development Corporation, Brookside Avenue Redevelopment, Jamaica Plain, Massachusetts –**

Retained by New Atlantic Development Corporation, a private development firms that has utilized public financing for a redevelopment project in Jamaica Plain, Massachusetts. The project required the displacement of five (5) businesses. Worked directly with the affected businesses on behalf of New Atlantic Development to ensure timely relocation and compliance with applicable requirements of the

Federal Uniform Relocation Act.

**City of Auburn, Maine – Municipal Airport**

Worked with the City of Auburn, Maine to acquire and relocate two parcels of property adjacent to Lewiston/Auburn Municipal Airport that will result in the relocation of two homeowners. This project is funded by the FAA. Bureau of Relocation approval not required for this project

**Urban Edge CDC, Egleston Crossing, Roxbury, Massachusetts**

WDSCO successfully worked with the Urban Edge Community Development Corporation to provide relocation assistance and benefits to a combination restaurant/retail business that was displaced due to the development of commercial property at Egleston Crossing in Roxbury, MA. This project utilized federal Housing and Urban Development funds.

**City of Westfield, Massachusetts – Elm St. Urban Renewal project**

Phase 1 relocation planning and preliminary advisory services; preparing relocation plan for 15 businesses and 17 residential tenants.

**City of Pittsfield – Capitol Theater Urban Renewal**

Project required the displacement of five (5) commercial tenants. Completed on time and under budget.

**COLLUSION OR FRAUD STATEMENT**

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Steven Mollica  
(NAME OF PERSON SIGNING BID)

Stm Mm  
(SIGNATURE)

Relocation Strategies  
(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

**C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.**

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

**D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.**

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

034521109
Individual Social Security Number
State Identification Number
Federal Identification Number
Company: Relocation Strategies
P.O. Box (if any):
Street Address Only: 21 Main St.
City/State/Zip Code: Hudson, MA 01749
Telephone Number: 978-567-9134 Fax Number: Email:

List address(es) of all other property owned by company in Springfield:
Please identify if the bidder/proposer is a Corporation

Individual [checked] Name of Individual: Steven Mollica
Partnership
Names of all Partners:
Limited Liability Company
Names of all Managers:
Limited Liability Partnership
Names of Partners:
Limited Partnership
Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Steven Mollica certify under the pains and penalties of perjury that Steven Mollica to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

d/da Relocation Strategies Bidder/Proposer/Contracting Entity
Authorized Person's Signature
Date: 9/26/14

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Steven Mollica certify under the pains and penalties of perjury that Steven Mollica to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

d/da Relocation Strategies Bidder/Proposer/Contracting Entity
Authorized Person's Signature
Date: 9/26/14

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Steven Mollica certify under the pains and penalties of perjury that Steven Mollica to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

d/da Relocation Strategies Bidder/Proposer/Contracting Entity
Authorized Person's Signature
Date: 9/26/14

Notary Public

STATE OF MA 9/27, 2014
County of Middlesex, ss.

Then personally appeared before me [name] Steven Mollica, [title] principal of [company name] Relocation Strategies, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Relocation Strategies

Notary Public, Massachusetts
My Commission Expires December 18, 2020

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED MAY BE REJECTED.

**AFFIRMATIVE ACTION PLAN  
(GOODS AND SERVICES BID ONLY)**

NAME OF PROJECT Relocation Advisory Services BID NO. 15-081

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F
1	1									

B.) What is your anticipated work force for this project/service? 11  
 Number of Minorities 1 Number of Females 1

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian,  
 Alaskan Native, Cape Verdean, Caucasian.

Steve Moran 9/26/11  
 AUTHORIZED SIGNATURE DATE

Relocation Strategies  
 FIRM

21 Main St, Hudson, MA 01749  
 ADDRESS

978-507-9134  
 TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,  
 AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS  
 PROVIDED OR NOT.**

**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.

Name (as shown on your income tax return) <i>Steven Mollie</i>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) <i>21 Main St</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Hudson, MA 01749</i>	
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 the "Name" line 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 *How to get a TIN* on page 3.

Social security number	
034 - 52 - 2109	

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

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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Stm Mollie</i>	Date ▶ <i>9/24/14</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**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 901.7701-7).

**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.

EXHIBIT C – CONTRACTOR'S PRICE PROPOSAL

(SEE ATTACHED)

EX-C

COST (PRICE) PROPOSAL SHEET

PRICE (OR COST) INFORMATION MUST BE SUBMITTED SIGNED AND SEALED SEPARATELY FROM THE TECHNICAL PROPOSAL. THE ENVELOPE CONTAINING THE COST PROPOSAL MUST BE MARKED "RELOCATION ADVISORY SERVICES - PRICE PROPOSAL - BID NO. 15-081" AND THE PROPOSER'S NAME.

Relocation Strategies  
(Name of Proposer Firm)

The Price Proposal should quote the requested services as follows:

- Fixed Fee each for Residential, Tenant Relocation Claim  
\$ 7,500.00
- Fixed Fee each for Residential, Owner-Occupied Relocation Claim  
\$ 7,500.00
- Fixed Fee each for each Business Unit Commercial Relocation Claim  
\$ 15,000.00
- Fixed Hourly Rate for any other necessary relocation services not included within the original scope of work  
\$ 175.00

Consultant will be permitted to bill in addition to these fixed fees for translation services, as required. Hourly rate of translation services will need to be submitted to the City for approval prior to services being utilized. This Price Proposal sheet is to be signed below by a representative of the Proposer Firm who is authorized by the Chief Executive Officer of that firm to sign:

by: Steven Mollrea  
(Signature)

name and title typed or printed: Steven Mollrea, Principal

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EXHIBIT #1 - CONTRACTOR'S INSURANCE CERTIFICATE/S

(SEE ATTACHED)