

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT**  
[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)  
Fax (617) 796-1227

December 11, 2023

**ADDENDUM #1  
INVITATION FOR BID #24-34**

<b>TRANSLATION AND INTERPRETATION SERVICES FOR NEWTON PUBLIC SCHOOLS</b>
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THIS ADDENDUM IS TO EXTEND THE BID OPENING DATE AND TO ANSWER THE QUESTIONS BELOW.

1. **Bid Opening:**

**INVITATION FOR BID #24-34 (IFB) OPENING DATE AND TIME ARE CHANGED TO  
10:30 A.M. THURSDAY, DECEMBER 21, 2023**

2. **Questions:**

**Q1. Is this bid associated with the state contract of PRF75 for the translation and interpretation services or it is independent?**

**A1. The IFB is independent. You do not have to be an approved vendor for PRF75.**

**Q2. We are the approved vendor for PRF75 only for the translation services, but not for the interpretation services. It means we cannot apply for interpretation services, even though. The PRF75 approved about more than 2 years ago and we applied only for the translation services.**

**A2. See A1.**

**Q3. We want to apply for both services; translation and interpretation, but if the restrictions of PRF75 applies, can we apply only for the translation services?**

**A3. See A1.**

**Q4. Could you share the current vendor and rates?**

**A4. Lingolet. \$0.13 - \$0.19 per minute for translation; \$42 - \$43 for interpretation.**

**Q5. Are out-of-state vendors able to participate? Is there a local preference clause for business in Massachusetts State?**

**A5. Yes.**

**Q6. Are there any certification requirements?**

**A6. Not required.**

**Q7. Are there any Small Business or Minority Business Enterprise preference clauses? If yes, does the SBE or MBE have to hold a certification from the State?**

**A7. The City's minority participation goals are set forth in Article 3 of IFB 24-34. No state certifications are required. Copies of the relevant documents are attached.**

**Q8. Is there an incumbent for this contract? If there is, can you tell us who the incumbent is? Can you share the rates you are currently being charged?**

**A8. See A4.**

**Q9. Who is the current vendor?**

**A9. See A4.**

Q10. What rates are currently paid for these services?

A10. See A4.

Q11. What, if any, issues are you experiencing with your current vendor?

A11. None.

Q12. Are you currently using human or machine translation?

A12. Both.

Q13. Will desktop publishing (DTP) be required?

A13. No.

Q14. Will any translation memories or style guides be provided upon award?

A14. It will depend on the document.

Q15. What certifications are you looking for from your new vendor, if any?

A15. See A6.

Q16. Is the Portuguese in line item 03 Brazilian or Portugal?

A16. Primarily Brazilian.

Q17. Will the City consider accepting an electronic proposal submission?

A17. No. Submissions must be made in sealed envelopes delivered to the City's Purchasing Department.

Q18. How much do you spend on document translation in a year?

A18. See Excel spreadsheet and rates listed above from Lingolet to get an approximate amount.

Q19. What is the average size of project in words or pages?

A19. Varies. One page to up to 100 pages.

Q20. What is the turnaround time for document translation?

A20. Less than 5 business days.

Q21. What is the number of minutes by language by month for interpretation services via telephone?

A21. We do not track this.

Q22. What is the number of minutes by language by month for interpretation services via google meet, or other platform?

A22. We do not track this.

Q23. Is sign language also required? If yes, what is the % of ASL for video remote interpretation in a month?

A23. Not required.

Q24. Is simultaneous interpretation also required?

A24. It will be forthcoming, but we are not accepting quotes at this time.

Q25. How many simultaneous requests do you receive per month or per year?

A25. N/A

Q26. Are the simultaneous in person meetings or virtual?

A26. N/A

Q27. Do you have the required equipment for simultaneous interpretation, or will you be looking to the vendor to provide this?

A27. N/A

Q28. What certifications are you requiring?

A28. See A6.

Q29. Are you able to accept our internal testing and vetting process in place of certification?

A29. Not required.

Q30. Is it okay to use offshore interpreters that have been vetted and work within our secure environment?

A30. Yes.

Q31. What is the contract value?

A31. This is a unit price contract and quantities are estimates only. The City's estimate is \$200,000.

Q32. Who is the incumbent vendor(s)?

A32. See A4.

Q33. What is the price of incumbent vendor(s)?

A33. See A4.

Q34. Is there any preference to diverse business enterprises like SBE/WBE/MBE/DVBE etc?

A34. No.

Q35. On page 3, Article 3, point 3.3. Reference is made to 3.1 and 3.2 indicating explanation of each can be found at [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing). The website provided with included hyperlink doesn't point to a current page on the city's website. Are these requirements listed still relevant and if so, can you please point to an explanation of these requirements?

A35. The documents referenced in Article 3 are attached.

Q36. As we approach the finalization of our Proposal for the Translation and Interpretation RFP, we would like to seek clarification regarding the submission of our Certificate of Insurance (COI). Our understanding is that the COI is not required to be included with the proposal itself but will be necessary if we are selected. Could you please confirm if this interpretation aligns with your requirements?

A36. A Certificate of Insurance (COI) is not required with the proposal submittal.

Q37. We prefer to give discounted rates and maintain the 30 days term as it will be a constant discounted rates. Will it effect the scoring if we do not choose the payment discount? We need to keep our regular rates little higher if we choose payment discounts.

A37. No.

Q38. For Certificate of Foreign Corporation: We are registered in New Jersey but already doing business with the state of Massachusetts, do we still have to submit this form. If yes, what do we need to mention at Jurisdiction part: New Jersey or Massachusetts.

A38. Corporations doing business in Massachusetts that are not chartered by the Commonwealth must be registered as foreign corporations. If applicable, bidders must submit a completed and signed Certificate of Foreign Corporation with their bid.

Q39. Please advise if the City-Contract Agreement is just for our review?

**A39. The winning bidder will be expected to sign a contract substantially similar to the City-Contractor Agreement attached to the IFB.**

Q40. For simultaneous interpretation, will the County be providing the equipment? If not, can the County include a separate CLIN for simultaneous interpretation equipment?

**A40. N/A**

Q41. Are vendors able to propose their own existing platform for OPI and VRI services?

**A41. Not at this time.**

Q42. Are volumes listed for annualized pricing or monthly pricing?

**A42. Annual.**

Q43. Google Meet a required platform?

**A43. Yes.**

Q44. Can a CLIN be added to price Simultaneous interpretation vs consecutive interpretation separately? Traditionally these are billed at separate rates.

**A44. N/A**

Q45. Are there any incumbent(s) providing the requested services? If so, please provide the name(s) of the incumbents and the historical rates for any and all services provided.

**A45. See A4.**

Q46. Would Newton Public Schools (NPS) be open to extending the deadline for responses? The due date for clarifying questions is six calendar days before the deadline for responses, which might not leave vendors sufficient time to incorporate clarifications from NPS into their response.

**A46. Yes. See above. The opening is extended to 10:30 a.m. 12/21/2023.**

Q47. Would NPS be open to accepting submissions via email or via an online upload, to minimize the waste and costs associated with paper mailing?

**A47. See A17 above.**

Q48. This question is regarding the need for simultaneous interpreting and the pricing sheet. Simultaneous interpreting, even if performed remotely, is priced according to a half-day or a full-day rate, per industry standards, and not per-minute as is remote consecutive interpreting. Would NPS be willing to amend the pricing sheet to allow prospective vendors to submit pricing appropriate for this service?

**A48. N/A**

Q49. This question is regarding the bidder's qualifications and references form on page 8 of the solicitation. Therein the NPS requests a list of all contracts at hand from the bidder. Would the NPS be willing to waive this list, as preparing a full list of all contracts can be burdensome for a vendor to create?

**A49. You must list current contracts for at least your five largest school districts.**

Q50. This question is regarding the certificate of foreign corporation on page 11 of the solicitation. Could the NPS clarify if prospective vendors are required to be registered with the Massachusetts' Secretary of State to submit a response, or if NPS would accept proof of this registration upon notification of award?

**A50. See A38 above.**

**Q51. This question is regarding the business category information form on page 15 of the solicitation. Would national certifications, such as those issued by the Women's Business Enterprise National Council, or by state and local governments outside of Massachusetts, count as documentation that a vendor fits into one of these categories?**

**A51. The City uses the Business Category Form to obtain data on bidders. You may provide additional information if you wish.**

**Q52. This question is regarding the interpreting services, identified on page 26 of the solicitation in the scope of work. It appears that the NPS is only seeking interpreting services performed via remote means (such as conference calling, teleconferencing platforms, etc.). Could NPS please clarify that we are understanding this correctly?**

**A52. Yes.**

**Q53. This question is regarding the interpreting services, identified on page 26 of the solicitation in the scope of work. Therein, NPS identifies a need for both scheduled and on-demand interpreting services. Are prospective vendors able to submit a response to the scheduled interpreting services, but not the on-demand interpreting services?**

**A53. No.**

**Q54. What if I have already submitted a bid? Can I submit a second bid if anything in this Addendum No. 1 affects my bid terms?**

**A54. Yes. You may request that the City return your bid or submit a new bid with "DISREGARD PRIOR BID" clearly marked on the outside of the bid envelope.**

All other terms and conditions of the IFB remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR  
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD  
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read  
*Chief Procurement Officer*

CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
JANUARY 21, 2010

I. **DEFINITIONS:**

- A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.
- B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:
- an individual who is a minority person,
  - a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
  - a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.
- C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.
- D. **MCAD** - Massachusetts Commission Against Discrimination.
- E. **SOMWBA** -- State Office of Minority/Women Business Assistance,
- F. **City** - The City of Newton.
- G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:
- an individual who is a woman.
  - a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
  - a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.
- H. **MWBE** — Minority or Women Business Enterprise

II. **GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

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**CITY OF NEWTON**  
**MINORITY/WOMEN BUSINESS ENTERPRISE PLAN**  
**DECEMBER 1, 1999**  
**JANUARY 21, 2010 revised**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### IV. CONSTRUCTION ACTIVITIES:

#### A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.



The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

**C. Bid Submission**

All bids for City of Newton contracts with an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder showing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

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**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B). (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there maybe established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
  - VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
  - VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access no the Construction site,
  - IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both *of which* are herein incorporated by reference and made a part of this contract.
  - X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,
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national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

- XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**  
In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. **Bidders Certification Requirement**

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. **Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. **Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. **Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(a) The recovery by the administering department from the General Contractor of 1/100 of 1% of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply

(b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

(c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,

(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a

(e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administrating department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to t-he City in writing by the Contractor.

**.XIV. Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not, affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on file basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (h) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145

**Attachment B**

**CITY OF NEWTON**

**Contractors Certification**

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ Certifies that:  
Contractor's Name

1. it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and

3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.