

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE TREASURY DEPARTMENT

REQUEST FOR PROPOSAL:

**RETIREMENT CONSULTING SERVICES TO SOLICIT PLAN
ADMINISTRATION SERVICES FOR THE CITY'S QUALIFIED
DEFERRED COMPENSATION PLANS**

RFP #25-02

Proposal Opening Date: August 15, 2024, at 10:00 a.m.

July 2024

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS #25-02

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

**RETIREMENT CONSULTING SERVICES TO SOLICIT PLAN ADMINISTRATION
SERVICES FOR THE CITY'S DEFERRED COMPENSATION PLANS**

Proposals will be received until: **10:00 a.m., August 15, 2024**
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids

Contract Documents will be available on line at www.newtonma.gov/bids after **10:00 a.m., July 25, 2024.**

There will be no charge for contract documents.

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

The term of the contract shall extend from the date of execution through June 30, 2025.

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

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

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

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND RFP NUMBER (RFP 25-02)

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

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

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

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
July 25, 2024

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #25-02

I. INTRODUCTION

The City of Newton is seeking a retirement consultant (Consultant) that will manage and oversee the City’s procurement of plan administration services for its qualified deferred compensation plans (DC Plans) for eligible employees and retirees. The Consultant shall oversee the drafting of a request for proposals (RFP), manage the evaluation process and make an award recommendation. (The foregoing are referred to herein collectively as the Services) The Services will include all aspects of the RFP process including collection of data, preparation of the bid, analysis of bids, comparisons, recommendations to the City and implementation of plan administration services.

II. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposer for the Services, comparative judgments of technical factors, in addition to price, will be necessary. Because of the complexity of consulting services to develop an RFP and then lead the City through the solicitation and selection of the City’s DC Plans, the City must be able to evaluate all proposers on many qualitative factors. The Services require a broad range of experience in managing DC Plans. The City’s evaluation committee shall review, evaluate and rate each proposer’s technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous based on its Technical and Price Proposals.

III. INSTRUCTIONS TO PROPOSERS

RFP Documents will be available online at the City’s website: www.newtonma.gov/bids after **10:00 a.m., July 25, 2024**. There will be no charge for RFP documents.

1. **General Submission Requirements.** All proposals must be submitted no later than 10:00 a.m., Thursday, August 15, 2024, in accordance with Massachusetts General Laws Chapter 30B, Section 6 to:

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

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

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

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

“Technical Proposal, RFP #25-02 – “Retirement Consulting Services to Solicit Plan Administration Services for the City’s Qualified Deferred Compensation Plans”

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

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

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

“Price Proposal, RFP #25-02 – “**Retirement Consulting Services to Solicit Plan Administration Services for the City’s Qualified Deferred Compensation Plans**”

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

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

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

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

2. Questions and Inquiries. It is the responsibility of each proposer to inquire about and question any material contained in this RFP which is not fully understood or that is believed to be susceptible to more than one interpretation. All questions and inquiries involving procedural or technical matters should be directed to the City of Newton before **noon on August 1, 2024**, in writing by email or fax: FAX (617) 796-1227 or e-mail: purchasing@newtonma.gov, referencing RFP #25-02 in all correspondence.

3. Addenda. Addenda will be emailed to every individual or firm on record as having taken the RFP. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company’s: name, address, phone and fax number and include the RFP NUMBER (#25-02), if you would like to be recorded as a potential proposer. It is the proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be posted to the City’s website www.newton.ma.gov/bids.

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

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

5. Procurement Timeline:

RFP Released:	July 25, 2024 at 10:00 a.m.
Questions due:	August 1, 2024 at noon
Final Addenda Issued:	On or before August 8, 2024 at 5:00 p.m.
Proposal Submittal Deadline:	August 15, 2024, at 10:00 a.m.
In-Person Interview Date:	August 27, 2024

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

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

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

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

7. **Acceptance of Proposal Content.** The successful proposal shall be incorporated into the final contract documents.
8. **Contract and Term.** The term of the contract shall extend from the date of execution through June 30, 2025.
9. **Insurance Requirements.** The Contractor will indemnify the City, at the time of contract execution, against any and all losses and damages by the provision of liability insurance, required Worker’s Compensation insurance, and such other coverage as may be required by law, as follows:

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

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

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

III. PROJECT OVERVIEW

The City offers all eligible employees and retirees of both the City of Newton and Newton Public Schools the opportunity to participate in two Qualified Deferred Compensation Retirement Savings Plans (“Plan” or “Plans”) under the provisions of 26 U.S.C. §457(b); G.L. Ch. 29, §64B; and G.L. Ch. 44, §67. There also exists a legacy Plan to which current employees no longer contribute. Additionally, the City administers a Qualified Deferred Compensation Retirement Savings Plan for its part-time and seasonal employees wherein such employees contribute 7.5% of gross pay for such Plan to qualify under the provisions of 26 C.F.R. 31.3121(b)(7)-2(e) for exemption from paying federal FICA (social security) taxes.

Voya Financial and Mission Square Retirement (formerly ICMA Retirement Corporation) have been Plan Administrators for the two active Plans for the City’s active employees for many years. Empower Retirement is the Plan Administrator for the legacy Plan. Voya Financial is the Plan Administrator for the Plan for part-time and seasonal employees.

The chart below summarizes the plans offered, the estimated number of participants, and total value of each of the plans as of June 26, 2024.

Plan Administrator	# of Active Participant Accounts	Total Value	Median Participant Account Balance	Average Participant Account Balance
Voya Financial (full-time Plan)	424	\$45,596,695	\$50,025	\$107,539
Voya Financial (part-time/seasonal Plan)	9,545	\$11,878,480	\$420	\$1,245
Mission Square Retirement	375	\$57,671,727	\$63,364	\$153,791
Empower Retirement	21	\$2,524,509	\$105,029	\$120,215

IV. SCOPE OF WORK

1. Act as the liaison for the City in procurement of a Plan Administrator RFP for one or more Plans based on what is in the best interests of the participants and ensures the City is compliant with its fiduciary duties in connection with management of the Plan(s). The Consultant duties include coordination, facilitation and management of the entire RFP process, including advising the City periodically of the status of the bid and when the City will need to make decisions on parts of the project.
2. Solicit, review, analyze, compare, negotiate and make recommendations pertaining to proposals for Plan Administration, including an evaluation of the possibility of merging the City’s current plans into the Massachusetts SMART Plan that is administered by the Massachusetts Treasurer’s Office.
3. Review and analyze the RFP’s proposals by Plan Administrators, with recommendations to the City regarding financial arrangement(s), fees, investment offerings, service disruptions, terms and conditions, and related matters.
4. Negotiate with Plan Administrators regarding rates and terms of contracts and other relevant matters.
5. Preparation of cost-benefit analysis of various Plans and financing options related to the City’s Deferred Compensation Retirement Savings Plans.
6. Prepare materials outlining new or replacement programs which would be suitable for use in the education of City officials, employees, retirees, and union representatives.
7. As needed, attend meetings of City employees, officials, unions to explain the RFP process and other related matters.
8. Ability to work in conjunction with other City consultants on benefit-related matters.
9. Advise City of changes in state and federal laws which may impact the cost and/or administration of City’s Deferred Compensation Retirement Savings Plans and provide interpretations regarding compliance with relevant laws and regulations.
10. Review of all Summaries of Fees, investment offerings and other materials drafted by the Plan Administrator(s) for the City’s use.
11. Facilitate, with the Plan Administrator, establishment of potential new plan and potential transfer of assets.

V. PERFORMANCE TIMELINE

The following is the anticipated timeline for scope of work for this project. The successful Consultant must be ready to commence project work within thirty (30) calendar days of the contract execution. Any deviation from the proposed timeline must be clearly stated in the Consultant’s response to the RFP, and any delay in starting should be negotiated between the parties. Consultant must be willing to accept delays to contract start date based on the City’s approval of participation and additional funding allocation. The following is the desired timeline:

August 27, 2024:	In-Person Interviews Held
September 20, 2024:	Consultant Contract Executed
December 15, 2024:	Finalize Plan Administrator RFP
February 2025:	Plan Administrator Proposals Due
April 1, 2025:	Final Selection of Plan Administrator
June 15, 2025:	Establish potential new Plan and transfer of assets, if needed.

VI. MINIMUM CRITERIA

Technical Proposal: All Technical Proposals shall include the following information.

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

1. Please submit a statement that the proposer does not sell products or represent the interests of any specific financial services firm.
2. The proposer must have at least 10 years of experience in providing the consulting services described in Section V above. This experience should include providing consulting services to plan enrollments greater than 2,000 (MA public entities are preferred). Please provide the names, address, contact person and number enrolled for clients which meet these minimum criteria.
3. The proposer must include the names and qualifications of all persons who will be assigned to work on the City's contract, as well as those who will not work directly on the account but who will be involved in a managerial, technical or legal oversight function. Briefly describe each person's tasks and responsibilities for this engagement and submit a professional resume for each individual. Please include any applicable insurance industry designations.
4. Please provide the names, addresses, contract information and resumes of all subconsultants that will assist the proposer in performance of the contract. Please explain in detail which tasks will be subcontracted.
5. The proposer must submit at least three (3) examples of substantially similar consulting projects or programs developed and implemented by the proposer of comparable scope and size and complexity to this RFP (preferably large, public sector Massachusetts clients) noting which, if any, have resulted in cost reductions and/or implementation of new or alternative plans. In your description, please include project goals, team members who participated, work performed, and outcome. Please provide the client's name, dates of engagement, client's address, contact person, and telephone number.
6. The proposer must be available to meet with City officials on a regular basis and at reasonable times and attend special meetings (including evenings) when requested by the City, both in person and virtually.
7. The proposer must certify as to the following: proposer and any parent, subsidiary or affiliate of proposer does not currently earn or receive commission, fees, over-ride, compensation in any form or other discernable benefit, directly or indirectly, associated with this engagement, to be received by the consultant from the selected vendors or anyone associated with the vendor.
8. The proposer must have a working knowledge of and comply with all of the relevant statutory provisions and regulations that govern the Plans described in this RFP. Include a statement as to experience and ability to provide services in this environment.
9. The proposer must provide a statement explaining any and all litigation pending against it.
10. The proposer must supply a complete list of clients (over 1000 subscribers) who have terminated a contract with in the past 24 months.
11. The proposer must supply a complete list of current Massachusetts clients as of the date of this contract. Please include client name, address, employee count and the services provided.

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

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

Price proposals must be inclusive of all services outlined in **Part V**. Consulting fee must be submitted as a flat fee and must include basis for development of fee. **Fee is to be billed in two (2) installments.**

Consulting fee effective upon completion of an executed agreement through June 30, 2025. Proposals are subject to all requirements and stipulations as set forth in **Part III. Instructions to Proposers**. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

VII. COMPARATIVE CRITERIA

The evaluation of each proposal for the Services will be based upon the "Comparative Evaluation Criteria" described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

Highly Advantageous
Advantageous

Not Advantageous
Unacceptable

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

Proposals from contractors who meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

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

To the extent that a Comparative Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Criteria are listed in order of importance.

1. Experience and expertise in providing services requested.

Highly Advantageous: More than fifteen (15) or more public sector clients represented.

Advantageous: Ten (10) or more public sector clients represented.

Not Advantageous: Five (5) or more public sector clients represented.

Unacceptable: Less than three (3) public sector clients represented.

2. Credentials, Qualifications and Examples of Consulting Service

Highly Advantageous: Actively involved in more than ten (10) public sector retirement savings plan conversion projects for its eligible employees and retirees.

Advantageous: Actively involved in more than five (5) public sector retirement savings plan conversion projects for its eligible employees and retirees.

Not Advantageous: Actively involved in more than three (3) public sector retirement savings plan conversion projects for its eligible employees and retirees.

Unacceptable: Not actively involved in more than three (3) public sector retirement savings plan conversion projects for its eligible employees and retirees.

3. Qualifications of professional Staff/subcontractors employed by the firm who will be assigned to this contract.

Highly Advantageous: Fifteen (15) or more years’ experience.

Advantageous: Ten (10) or more years’ experience.

Not Advantageous: Five (5) or more years’ experience.

Unacceptable: Less than five (5) years’ experience.

4. Ability to perform Description of Services

Highly Advantageous: If the proposer’s ability to perform services exceeds criteria.

Advantageous: If the proposer’s ability to perform services meets the criteria and appears to be clear and complete in content.

Not Advantageous: If the minimum criteria are met but the ability to perform services is unclear.

Unacceptable: If the minimum criteria are met but it is clear that there is little ability to perform service

5. Interviews. *The selection process may include interviews of select proposers.*

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

Highly Advantageous: Interview presentation is informative and demonstrates superior mastery over the complexities and requirement of soliciting an RFP for Retirement Savings Plan Administration for the city's employees and retirees. The evaluation team is completely convinced about the proposer's ability to present the deliverables required in the Project Scope.

Advantageous: Interview presentation is informative and demonstrates acceptable management over the complexities and requirements of soliciting an RFP for Retirement Savings Plan Administration for the city's employees and retirees. Evaluation team is finding the proposer is adequate to present the deliverables required in the Project Scope.

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

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

XI. RULE FOR AWARD

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

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

ATTACHMENT A

PRICE PROPOSAL

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

RFP #25-02 – RETIREMENT CONSULTING SERVICES TO SOLICIT PLAN ADMINISTRATION SERVICES FOR THE CITY’S QUALIFIED DEFERRED COMPENSATION PLANS

TO THE AWARDING AUTHORITY:

- A. The undersigned proposes to undertake the requirements of the Scope of Work outlined in **Part V**, in the above referenced RFP, for a price as follows:

The Proposer’s total contract price for Scope of Work tasks: \$ _____

(Total contract price in writing)

- B. Hourly compensation for services requested by the city but are not included in the RFP Scope of Services: (revise titles as appropriate)

Principal	_____
Senior Management	_____
Project and Department Manager	_____
Others: _____	_____
Others: _____	_____

- C. Please indicate fee payment schedule: bi-weekly, monthly, per completion of Scope sections: _____.

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

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

Date:

(Name of Firm or Individual Submitting Bid)

BY: _____
(Printed Name and Title of Signatory)

(Signature)

(City, State, Zip)

(Telephone)

(Email address)

**ATTACHMENT B
TECHNICAL PROPOSAL COVER SHEET**

This form and accompanying materials, as required in Part VII. PROPOSAL SUBMISSION REQUIREMENTS must be completed and placed in a separate sealed envelope marked:

**RFP #25-02 – RETIREMENT CONSULTING SERVICES TO SOLICIT PLAN ADMINISTRATION SERVICES
FOR THE CITY’S QUALIFIED DEFERRED COMPENSATION PLANS**

This proposal includes addenda number(s) _____, _____, _____, _____,

Additional Technical Proposal Submission Documents duly completed and signed.

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

Date:

(Name of Firm or Individual Submitting Bid)

BY: _____
(Printed Name and Title of Signatory)

(Signature)

(City, State, Zip)

(Telephone)

(Email address)

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

(Printed Name)

(City, State, Zip)

(Telephone)

(Email address)

ATTACHMENT C
CITY OF NEWTON
BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

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

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

ATTACHMENT E

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

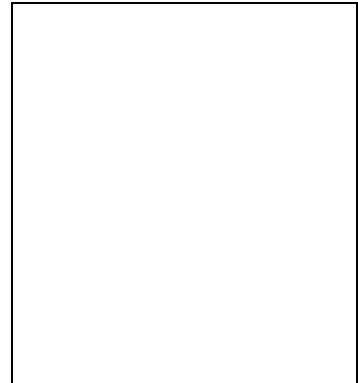
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT F

DEBARMENT LETTER

City of Newton



Mayor
Ruthanne Fuller

Purchasing Department
Nicholas Read ☎ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

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

Debarment:

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

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

(Name)

(Company)

(Address)

(Address)
PHONE _____ FAX _____
EMAIL _____

Signature

Date

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

ATTACHMENT G

IRS FORM W-9

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Business name, if different from above
Check appropriate box: Individual/Sole proprietor, Corporation, Partnership, Limited liability company, Other
Address (number, street, and apt. or suite no.)
City, state, and ZIP code
List account number(s) here (optional)
Requester's name and address (optional)
Exempt payee

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding.
Social security number
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).
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 4.

Sign Here
Signature of U.S. person
Date
Name

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
• The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT H

CERTIFICATION OF TAX COMPLIANCE**

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

Signature of Individual (Mandatory)	*** Contractor's Social Security Number or Federal Identification Number
Print Name: _____	Date: _____

Corporate Name

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

Print Officer Name: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

ATTACHMENT I

Business Category Information Form*

**RFP #25-02 – RETIREMENT CONSULTING SERVICES TO SOLICIT PLAN ADMINISTRATION SERVICES FOR
THE CITY’S QUALIFIED DEFERRED COMPENSATION PLANS**

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

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

I do not wish to complete this form.

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

I certify that the foregoing information is true and correct.

Company Name: _____

By: _____

Date: _____

ATTACHMENT J

CONTRACT FORMS

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

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

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

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

hereinafter referred to as the CONTRACTOR.

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

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

**RETIREMENT CONSULTING SERVICES TO SOLICIT PLAN ADMINISTRATION
SERVICES FOR THE CITY'S QUALIFIED DEFERRED COMPENSATION PLANS**

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

- a. This CITY-CONTRACTOR Agreement.
- b. The City's Request for Proposal #25-02 (RFP) issued by the Purchasing Department; the RFP for **Retirement Consulting Services to Solicit Plan Administration Services For The City's Qualified Deferred Compensation Plans including Specifications**, and if included or referenced therein, any Standard Terms and Conditions.
- c. The following Schedules attached hereto:
 - Schedule A: Scope of Services
 - Schedule B: Compensation and Method of Payment
 - Schedule C: Work Program and Schedule
 - Schedule D: General Requirements
 - Schedule E: Certificate of Authority
- d. Addenda Number(s).
- e. The Proposal Response of the Contractor submitted for this Project and accompanying documents and certifications.
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project.
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

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

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from the date of contract execution through June 30, 2025. Total payments under this contract shall not exceed \$ _____ unless the contract total has been increased by a duly executed change order. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total.

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

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

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

XXIV. INSURANCE REQUIREMENTS

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

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

CONTRACTOR

CITY OF NEWTON

By _____

Print Name

Title _____

Date _____

By _____

Chief Procurement Officer

Date _____

By _____

Chief Financial Officer

Date _____

Affix Corp Seal Here

Approved as to Legal Form and Character

City funds in the amount of
are available in account number:

By _____

Associate City Solicitor

Date _____

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

CONTRACT APPROVED

By _____

Comptroller of Accounts

By _____

Mayor or her designee

Date _____

Date _____

SCHEDULE A

SCOPE OF WORK

Act as the liaison for the city in procurement of new Plan Administrator RFP for one or more Plans based on what is in the best interests of the participants and ensures the City is compliant with its fiduciary duties in connection with management of the Plan(s). The consultant duties include coordination, facilitation and management of the entire RFP process, including advising the city periodically of the status of the bid and when the City will need to make decisions on parts of the project.

1. Act as the liaison for the city in procurement of a Plan Administrator RFP for one or more Plans based on what is in the best interests of the participants and ensures the City is compliant with its fiduciary duties in connection with management of the Plan(s). The Consultant duties include coordination, facilitation and management of the entire RFP process, including advising the City periodically of the status of the bid and when the City will need to make decisions on parts of the project.
2. Solicit, review, analyze, compare, negotiate and make recommendations pertaining to proposals for Plan Administration, including an evaluation of the possibility of merging the City's current plans into the Massachusetts SMART Plan that is administered by the Massachusetts State Treasurer's Office.
3. Review and analyze the RFP's proposals by Plan Administrators, with recommendations to the City regarding financial arrangement(s), fees, investment offerings, service disruptions, terms and conditions, and related matters.
4. Negotiate with Plan Administrators regarding rates and terms of contracts and other relevant matters.
5. Preparation of cost-benefit analysis of various Plans and financing options related to the City's Deferred Compensation Retirement Savings Plans.
6. Prepare materials outlining new or replacement programs which would be suitable for use in the education of City officials, employees, retirees, and union representatives.
7. As needed, attend meetings of City employees, officials, unions to explain the RFP process and other related matters.
8. Ability to work in conjunction with other City consultants on benefit-related matters.
9. Advise City of changes in state and federal laws which may impact the cost and/or administration of City's Deferred Compensation Retirement Savings Plans and provide interpretations regarding compliance with relevant laws and regulations.
10. Review of all Summaries of Fees, investment offerings and other materials drafted by the Plan Administrator(s) for the City's use.
11. Facilitate, with the Plan Administrator, establishment of potential new plan and potential transfer of assets.

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

Section I. Method of Determining Compensation

A fee for Basic Services for each Project shall be negotiated based upon the services called for based upon time and materials cost or a fixed fee cost.

It should be noted that with regard to contract pricing, federal and state regulations prohibit "cost plus percentage of cost" and "percentage of construction cost" methods of pricing. For the purpose of negotiating fees, the Consultant shall identify for consideration by the City customary costs related to the services indicated in Schedule A.

Section II. Billing Rates

Rates of payments shall be based upon the hourly rates provided in Schedule A.

Section III. Payment Schedule

Payments will be made on a monthly basis following requisitions provided by the Consultant as per Section V below.

Section IV. Payment

Payment shall be made to the Consultant within thirty (30) days of submission by the Consultant to the City of a detailed requisition for payment describing the basic and extra services performed. The City shall have the right to review and approve the Consultant's requisition. Payment shall not be due to the Consultant until his requisition has been approved.

Requisitions for Projects billed on a time and materials basis shall include the number of hours worked, the individual who worked these hours, hourly rates, material and overhead costs.

All requisitions submitted shall be accompanied by a detailed time record for time and material expenses.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate on June 30, 2025.
- II. The Consultant shall complete the work set for in the Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the Consultant shall endeavor to perform the required work in advance of the schedule.
- III. Proposed project schedule for completion of Project Scope is as follows:

September 20, 2024:	Consultant Contract Executed
December 15, 2024:	Finalize Plan Administrator RFP
February 2025:	Plan Administrator Proposals Due
April 1, 2025:	Final Selection of Plan Administrator
June 15, 2025:	Establish new Plan and potential transfer of assets

SCHEDULE D

GENERAL REQUIREMENTS

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

ARTICLE I. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the Consultant.

1.1.1 The City shall furnish upon the Consultant's request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Consultant as promptly **as possible its instructions and decisions.**

1.2 Action by the City

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

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

1.3 Waivers

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

ARTICLE 2. RESPONSIBILITIES OF THE CONSULTANT

2.1 Scope

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

2.2 Assignability

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

2.3 Employment of Consultants

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

2.4 Meetings

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

2.5 Time and Order of Services

2.5.1 The Consultant shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Director, Human Resources. They shall ensure prompt and continuous prosecution of the Project to the extent of their professional responsibilities.

2.6 Submissions

2.6.1 The Consultant shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.7 Revisions

2.7.1 The Consultant shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program. The City shall provide comments on submitted work products in a consolidated and timely manner. Any second or subsequent round of revisions requested on a single work product shall be treated as an Additional Service. For the purposes of this agreement, each submitted draft of a work product shall each be considered a separate work product.

2.8.1 Substantial Changes

2.8.1 The Consultant shall make substantial changes as an Additional Service when requested by the Director of Human Resources in writing.

2.9 Consultant's Code Compliance

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

ARTICLE 3. TERMS

3.1 When used in this Agreement or any Schedule thereto, the following terms or phrases shall have the following meaning:

3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not to be limited to" unless there is specific language to the contrary.

3.2 Enumerations

3.3.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive, but shall include similar and reasonably related items.

ARTICLE 4. DOCUMENTS

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

The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement; and with respect thereto the Consultant agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the Consultant's copyright and to all designs as to which the Consultant may assert any rights or establish any claims under any patent or copyright laws. The Consultant shall not be responsible for changes made in the documents without the Consultant authorization, nor for the City's use of the documents if such use does not involve the services of the Consultant pursuant to this Agreement.

ARTICLE 5. NOTICES

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

SCHEDULE E

CERTIFICATE OF AUTHORITY – CORPORATE

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

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

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

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

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

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