

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE EXECUTIVE OFFICE***

**REQUEST FOR PROPOSALS:  
POLICE REFORM TASK FORCE CONSULTING SERVICES**

***RFP #21-10***

**Submittal Due Date: September 24, 2020, 10:30 a.m.**

**September 2020  
Ruthanne Fuller, Mayor**

**CITY OF NEWTON, MASSACHUSETTS**  
**REQUEST FOR PROPOSALS #21-10**  
**POLICE REFORM TASK FORCE CONSULTING SERVICES**

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**CITY OF NEWTON  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL #21-10**

This City of Newton Request For Proposals (RFP) invites sealed proposals from consultants for

**POLICE REFORM TASK FORCE CONSULTING SERVICES**

Proposals will be received until: **10:30 a.m., Thursday, September 24, 2020 in the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, Massachusetts 02459\***

Proposers shall submit two separate sealed proposals, (i) one containing everything responsive to this RFP except for the proposer's price (Technical Proposal) and (ii) a Price Proposal. Immediately following the deadline for proposals, all Technical Proposals received within the time specified will be privately opened and the City shall post a notice of all proposers submitting proposals.

**\* To promote the health and safety of City workers and the public, Newton City Hall is subject to health and safety requirements. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Proposals not sent by mail or courier may be dropped off at the Purchasing Dept., Room 108 or be deposited in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 2. A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.**

Contract Documents will be available on the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., on September 10, 2020.** Proposers are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

Proposers are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and bid # (i.e., 21-10) they have downloaded.

**The specific services solicited in this RFP are described in the Scope of Service at pp. 7-8 below.**

There is no specific form for the Technical Proposal, although it should be responsive to all information requested made in the RFP.

**All proposals shall be submitted in one ORIGINAL and one (1) DIGITAL COPY.**

Proposers' attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's website. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. 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 [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to person(s) 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](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Services, please dial 711.

CITY OF NEWTON

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*  
September 10, 2020

# REQUEST FOR PROPOSALS

## POLICE REFORM TASK FORCE CONSULTING SERVICES

### **PART I. INTRODUCTION**

The Newton Police Reform Task Force (“Task Force”) is seeking a consultant to propose actions for meaningful reform for the Newton Police Department (NPD). The Task Force is focused on creating policies, procedures, and a culture that ensures that the NPD provides equal treatment to all people in the city and is conscious of the implicit bias that can create negative interactions between the police and people of color. The goal is to create a world-class culture of policing that effectively polices the City and reduces harm, including to people of color in Newton. The Task Force’s inquiry will include the following topics:

1. Mission, Values and Goals of the NPD.
2. Current Strengths and Challenges (grounded in the perspectives of both community and department members, including the experiences of people of color):
  - Recruiting, Hiring, Training and Promoting
  - Services Provided and Needs Served
  - Staffing Levels and Organization Structure
  - Internal Investigations, Misconduct and Discipline
  - Accountability and Oversight
  - Policies, Procedures, and Practices
  - Collective Bargaining and Contracts
  - Culture
  - Communications and Community Engagement
3. Recommendations (informed by best practices) for strategic direction for the next five years.
4. Specific Recommendations on:
  - Recruiting, Hiring, Training and Promoting
  - Services Provided and Needs Served
  - Staffing Levels and Organization Structure
  - Accountability and Oversight

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

Due to the technical and specialized nature of the services sought under this Request For Proposals (RFP), the City has determined that this procurement is best served by utilizing an RFP process. Such a process will enable the City to evaluate key factors such as the experience of the contractor and its staff and the quality of the planned approach to provide the services required by the proposed contract and award a contract not based on price alone.

### **PART III. INSTRUCTIONS TO PROPOSERS**

#### **A. GENERAL**

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later than **10:30 a.m., Thursday, September 24, 2020.**

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except price and (ii) a Price Proposal, Proposers shall submit one (1) original and one (1) digital copy of the Technical Proposal and one (1) paper copy of the Price Proposal. Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

**EMAIL AND FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**B. SUBMISSION OF PROPOSAL**

**One original** and **one digital copy** of the TECHNICAL PROPOSAL and **one original (no copies)** of the PRICE PROPOSALS must be submitted in **separate sealed** envelopes, plainly marked:

**“TECHNICAL PROPOSAL - RFP #21-10 POLICE REFORM TASK FORCE CONSULTING SERVICES**

**and**

**“PRICE PROPOSAL - RFP #21-10 POLICE REFORM TASK FORCE CONSULTING SERVICES**

along with your company’s name on both envelopes.

**The form of Price Proposal is attached hereto as Attachment G.**

**IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.**

**C. QUESTIONS:** Inquiries involving procedural or technical matters should be directed **before noon on Friday, September 18, 2020 in writing to:**

Purchasing Department  
City of Newton  
1000 Commonwealth Avenue  
Newton Centre, MA 02459  
FAX (617) 796-1227  
E-mail: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. 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 (#21-10) you would like to be recorded as taking. 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 made available for inspection at the location listed in the City’s Purchasing Department will be posted to the City’s website [www.newton.ma.gov/bids](http://www.newton.ma.gov/bids).

**All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals.**

- D. EXAMINATION OF DOCUMENTS:** Each Proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. PROPOSAL ACCEPTANCE.** The City will give notice of the acceptance of the proposal and intention to award a contract by emailing copies of the contract to the winning proposer. Upon receipt of the contract, the successful Proposer shall deliver it, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful Proposer fails to execute the Agreement within such time period, the City may accept another 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. 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 Agreement as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each out-of-state Proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

- F. **TECHNICAL PROPOSAL.** The technical proposal shall consist of documentation that the Proposer satisfies the minimum criteria as set forth in this document. Proposer’s response to the evaluative criteria as set forth in this document
- G. **ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
- H. **PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the City.
- I. **Procurement Timeline:**
  - RFP Released:** September 10, 2020
  - Questions due:** September 18, 2020 at 12:00 noon
  - Addenda w/Answers:** September 21, 2020
  - Proposal Submittal:** September 24, 2020, Thursday, at 10:30 a.m.
- J. **Proposal Format:** All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

**PART IV. SCOPE OF SERVICES**

The Task Force is looking for proposals which encompass the following types of services. The Task Force welcomes proposals from consultants who can provide some or all of the specific services listed below; each proposal should clearly note which of the specific services will be provided. The City reserves the right to award multiple contracts in response to this RFP if doing so is deemed most advantageous.

**Specific Services To Be Provided:**

**A. Engagement with the Public and the NPD**

- 1) The consultant will assist the Task Force with various methods of public outreach, including but not limited to:
  - a. Assisting with public events and meetings to gather input and ideas from residents and other local stakeholders
  - b. Conducting surveys
  - c. Running focus groups
- 2) The consultant will analyze all results and data received as a result of public outreach efforts and provide insights and conclusions to the Task Force.
- 3) The consultant will facilitate communication and dialogue between the Task Force and the NPD to help shape Task Force recommendations.

**B. Provide Expertise with Organizational Change**

- 1) The consultant will guide the Task Force’s inquiry and development of recommendations using principles of organizational change.
- 2) The consultant will guide the Task Force’s inquiry and development of recommendations taking into account legal and collective bargaining constraints

**C. Provide Insights to Address Structural and Systemic Racism in Policing**

**D. Provide Expertise on Emerging Trends in Policing, Relevant Reform Efforts, and Current Legal Constraints on Policing Reform**

- 1) The consultant will provide expertise on current collective bargaining and civil service laws and identify how these systems may constrain or enable the Task Force’s inquiry and recommendations.
- 2) The consultant will provide expertise on use of force policies, including current best practices and reform efforts in this area.

- 3) The consultant will provide expertise on how to create a diverse police force and the legal parameters which may constrain or enable reform in this area.
- 4) The consultant will provide expertise on community mental health needs and how to reimagine the police department's role in meeting these needs.
- 5) The consultant will advise the Task Force on how to develop relevant, workable recommendations for policing reform in all areas of inquiry.

#### **E. Writing a Report Containing the Task Force's Recommendations**

- 1) The consultant will write a report summarizing the Task Force's advisory recommendations, to be presented to Newton Mayor Ruthanne Fuller on February 1, 2021. The report must be drafted by January 10, 2021 and completed by February 1, 2021.
- 2) To facilitate the report-writing process, the consultant will develop a plan, including a timetable for action, to assist the Task Force with meeting its goal of issuing a report containing recommendations to Mayor Fuller by February 1, 2021.
- 3) The consultant will be available and able to assist with the facilitation and management of the Task Force's work to reach this goal as needed.

#### **F. Meetings**

As soon as practicable after the contract is awarded through February 1, 2021 the consultant will be required to communicate frequently with Task Force members and/or assigned City staff. In addition, the consultant will be expected to meet with the Task Force and/or assigned City staff and others, including the Task Force Selection Committee, in person or via ZOOM, for up to 60 hours of meetings. All COVID-19 precautions will be implemented. *Please provide pricing for hourly cost of meetings if meetings happen to go beyond the estimated 60 hours.*

#### **G. Budget**

Respondents to this RFP should provide a clear breakdown of expenses by project phase and identify key staff and personnel who will carry out specific tasks.

### **PART V. PERFORMANCE TIMELINE**

The successful consultant must be ready to commence project work as soon as practicable after the contract is awarded. Any deviation from this schedule must be clearly stated in the consultant's response to the proposal, and any delay to start should be negotiated between the parties.

### **PART VI. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS**

- A. **Non-Price/Technical Proposal:** All non-price proposals shall include the following information. No reference to the price of the services to be provided should be included anywhere in the non-price proposal.
1. The proposer's name, address, and telephone number;
  2. Name, telephone number, and email address of designated contact person for this project;
  3. A description of the general skills of the firm, including a description of the consultant's familiarity with projects of similar scope.
  4. Resumes of the principal(s) who will be providing the services under this contract, including the number of hours each principal is expected to devote to this project;
  5. A Plan of Services describing the manner in which the consultant will fulfill the Scope of Services as outlined in Part IV of this RFP and the proposed timetable for project completion.
  6. A list of all projects of similar nature and magnitude performed by the consultant within the last five (5) years, including the client's name address, telephone number, contact person, and brief project description.



7. Signed Certificate of Non-Collusion, Certificate of Foreign Corporation, Statement of Tax Compliance, IRS W-9, Debarment Letter, Bidder's Qualifications and Reference Form, using the forms attached to this RFP.
  8. Acknowledgement of all addenda issued pursuant to this RFP.
- B. Price Proposal: Bidders shall submit in a separate, sealed envelope one (1) signed lump sum Price Proposal. The Price Proposal should include the form found in Attachment G. The lump sum amount must include all related costs, including travel, photocopying, mailing, telephone. The proposer shall also provide a rate for service at an hourly rate for any additional work requested by the City that is not in the Scope of Service.
- C. Minor Informalities. 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 Chapter 30B.
- D. 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.

## **PART VII. SELECTION AND EVALUATION PROCESS**

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 award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the Minimum Criteria, below.

**Proposals that do not demonstrate compliance with the Minimum Criteria set forth in Part VIII may be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the seven (7) Comparative Criteria in Part IX.**

The City reserves the right to waive minor informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the Price Proposals will be opened, whereupon the City will determine is the most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

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

## **PART VIII. MINIMUM EVALUATION CRITERIA**

The RFP Minimum Criteria are as follows:

1. Resume(s) of all personnel who may be assigned to perform services under this contract.
2. Description(s) of experience on similar project(s), including any projects completed within the past five years, with current contact information.
3. A proposed plan and schedule for the accomplishment of the work described in the Scope of Services (or the particular portion of the Scope of Services addressed by the proposal). In addition, include any steps/tasks not included in the Scope of Services that the consultant feels would further assist the Task Force as it develops its recommendations.
4. In addition, the proposer must provide the following additional documents (copies attached), duly completed and signed.
  - Bidder's Qualifications and References Form
  - Certificate of Tax Compliance
  - Certificate of Non-Collusion
  - Certificate of Foreign Corporation
  - Debarment Letter
  - IRS Form W-9
5. To the extent that a Minimum 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.

## **PART IX. COMPARATIVE EVALUATION CRITERIA**

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 proposer 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 Comparative Criteria listed below.

To the extent that an 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.

### **1. Prior Change Management Experience, Preferably In the Public Sector**

Highly Advantageous: Consultant has substantial experience advising complex organizations through periods of restructuring and/or organizational change, preferably in the public sector.

Advantageous: Consultant has adequate experience advising complex organizations through periods of restructuring and/or organizational change, preferably in the public sector.

Not Advantageous: Consultant has minimal experience advising complex organizations through periods of restructuring and/or organizational change, preferably in the public sector.

## **2. Prior Experience Working With Police Departments**

Highly Advantageous: Consultant has substantial experience working with police departments and/or law enforcement agencies.

Advantageous: Consultant has adequate experience working with police departments and/or law enforcement agencies.

Not Advantageous: Consultant has minimal experience working with police departments and/or law enforcement agencies.

## **3. Prior Experience Working With an Advisory Body to Generate a Written Report**

Highly Advantageous: Consultant has substantial experience working with a public advisory body such as the Task Force to generate a written report containing recommendations and has a well-defined plan for achieving this goal in this instance.

Advantageous: Consultant has experience working with a public advisory body such as the Task Force to generate a written report containing recommendations and has a plan for achieving this goal in this instance.

Not Advantageous: Consultant has minimal experience working with a public advisory body such as the Task Force to generate a written report containing recommendations and no well-developed plan for achieving this goal in this instance.

## **4. Commitment to and Experience With Focus On Structural and Systemic Racism**

Highly Advantageous: The consultant has significant experience analyzing and addressing structural and systemic racism in past projects and demonstrates a commitment to examining the issues within the scope of the Task Force's inquiry through the lens of structural and systemic racism.

Advantageous: The consultant has some experience analyzing and addressing structural and systemic racism in past projects and demonstrates some commitment to examining the issues within the scope of the Task Force's inquiry through the lens of structural and systemic racism.

Not Advantageous: The consultant has little to no experience analyzing and addressing structural and systemic racism in past projects and does not demonstrate commitment to examining the issues within the scope of the Task Force's inquiry through the lens of structural and systemic racism.

## **5. Staff Qualifications**

Highly Advantageous: Consultant assigns a principal consultant and a project team who have demonstrated excellence working with police departments and/or advising complex organizations through periods of organizational change.

Advantageous: Consultant assigns a principal consultant and a project team who have demonstrated competency working with police departments and/or advising complex organizations through periods of organizational change.

Not Advantageous: Consultant assigns a principal consultant and a project team who have not demonstrated excellence or competency working with police departments and/or advising complex organizations through periods of organizational change.

## **6. Plan of Services**

Highly Advantageous: Consultant has presented a well-defined plan for assisting the Task Force with its work. Consultant also demonstrates a clear understanding of the Task Force's objectives and vision for change.

Advantageous: Consultant has presented a sufficiently defined plan for assisting the Task Force with its work. Consultant has demonstrated a sufficient understanding of the Task Force's objectives and vision for change.

Not Advantageous: Consultant has an inadequately defined plan for assisting the Task Force with its work. Consultant has not adequately demonstrated a clear understanding of the Task Force’s objectives and vision for change.

## **7. Interview**

In addition to the foregoing, the City may elect to interview proposers.

Highly Advantageous: Consultant receives an overall rating of “highly advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills, and the depth of understanding of the unique needs of the Task Force.

Advantageous: Consultant receives an overall rating of “advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills, and the depth of understanding the unique needs of the Task Force.

Not Advantageous: Consultant receives an overall rating of “not advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills and the depth of understanding the unique needs of the Task Force.

## **PART X. RULE FOR AWARD**

The contract substantially similar to the City-Contractor Agreement attached hereto as Attachment H 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.

## **PART XI. QUESTIONS AND INQUIRIES**

It is the responsibility of the 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. Any inquiries or requests for clarification regarding this RFP should be submitted in writing, addressed to:

Nicholas Read, Chief Procurement Officer  
Newton City Hall  
Purchasing Department, Room 108  
1000 Commonwealth Ave.  
Newton Centre, MA 02459  
[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

If any response to such inquiries affects the content of this RFP, then the City shall provide its response in writing, with a copy to each proposer who is of record.

**ATTACHMENT – A**

**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.

---

Name of person signing bid or proposal

---

Name of Business Entity (if any)

**ATTACHMENT – B**

**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  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor’s Social Security Number  
(Voluntary) or Federal Identification Number

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

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

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

Print 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 – C**  
**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**

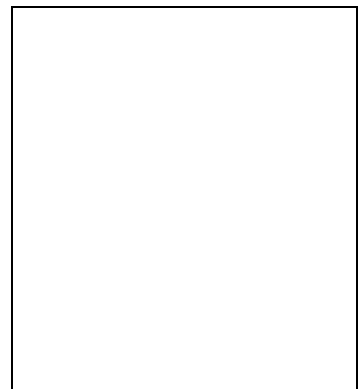
---

**Signature of person signing proposal**

---

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

*Affix Corporate Seal here*



ATTACHMENT – D

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.

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

(Name)  
(Company)  
(Address)  
(Address)

Signature

Date

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



# ATTACHMENT – E

Form <b>W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
---	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
	<input type="checkbox"/> C Corporation	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> S Corporation	(Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**ATTACHMENT – F**

**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: \_\_\_\_\_

**END OF SECTION**

**ATTACHMENT – G**

**PRICE PROPOSAL**

***RFP #21-10 POLICE REFORM TASK FORCE CONSULTING SERVICES***

This form must be completed and placed, within your price proposal and ensure your envelope is marked:

*“PRICE PROPOSAL: RFP #21-10 for Police Reform Task Force Consulting Services”*

**A.** The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

**POLICE REFORM TASK FORCE CONSULTING SERVICES**

**B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

**C.** The contract price(s) for the services described in RFP #21-10 is as follows:

\_\_\_\_\_ and \_\_\_\_\_  
(Written Word) (Numerical)

**D.** Hourly compensation for services requested by the City but are not included in the RFP Scope of Services:

\_\_\_\_\_ and \_\_\_\_\_  
(Written Word) (Numerical)

COMPANY NAME \_\_\_\_\_

**E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

**F.** The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Proposer)

BY: \_\_\_\_\_

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

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

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

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## **ATTACHMENT – H**

### **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****CONSULTANT SERVICES FOR  
POLICE REFORM TASK FORCE CONSULTING SERVICES**

This Agreement (“Agreement”) is made this day of , 20 by and between XXXX (“Consultant”), with offices at XXXXX and the City of Newton (the “City”), Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, MA 02459, acting by and through its, but without personal liability to XXX.

WHEREAS, the City desires the services of a qualified consultant to XXXX (the “Project”); and

WHEREAS, the CONSULTANT has proposed to provide such services and has represented that it is qualified to do so;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

**1. 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 #21-10 (RFP) issued by the Purchasing Department;
- c. The RFP for Police Reform Task Force Consulting Services, including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the “Project Manual”);
- 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.

1. **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.
2. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
4. **SCOPE OF SERVICES**

The Consultant shall perform the professional services as described in the Project Manual. All such professional services shall be carried out in a manner and quality that meets or exceeds the standards of Consultant’s profession, as well as to the satisfaction of the City.

5. SCHEDULE

The Consultant must be ready to commence project work within fourteen (14) calendar days of the contract award. Work shall be performed in accordance with the following schedule:

October 2020 - February 1, 2021: Consultant will be available and able to assist with the facilitation and management of the Task Force’s work to reach goals as needed.

January 10, 2021: Consultant to have prepared Draft Report

February 1, 2021: Consultant to present the Final Report to Mayor Fuller

Any deviation from this schedule must be clearly stated in the consultant’s response to the proposal, and any delay to complete milestones as noted above should be negotiated between the parties.

6. PAYMENT AND PAYMENT PROCEDURES

The City shall pay the Consultant the sum of (\$ ) Dollars for performance of the services to be provided pursuant to this Agreement.

The City shall pay the Consultant a fee of (\$ ) Dollars for satisfactory completion of the work to be performed in Phase One.

The fee shall be paid in xxxx (x) equal amounts of (\$ ) Dollars each. The first payment shall be due upon completion of xxxxxx; the second payment shall be due upon completion of xxxxxxxx; the final payment shall be due upon completion of xxxxxx.

Upon completion of the work to be done for each payment, the Consultant shall send to the City an invoice documenting the work done and the dates when such work was performed.

Payment of the above sum 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 Consultant 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 Consultant. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Consultant shall only be entitled to compensation in accordance with the provisions of Section 6 or Section 7 below, whichever is applicable.

7. TERM OF AGREEMENT

The term of this Agreement shall run from the date of execution to the completion of the services required.

8. TERMINATION FOR CAUSE

If, for any cause, the Consultant fails to fulfill in a timely manner its obligations under this Agreement, or if the Consultant 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 Consultant 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 Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed to 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.

9. TERMINATION FOR CONVENIENCE

The City may terminate this Agreement at any time by giving written notice to the Consultant 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 Consultant 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.



10. INDEMNIFICATION

The Consultant 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 Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11. RELATIONSHIP OF THE PARTIES

The Consultant 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.

12. NONDISCRIMINATION

The Consultant 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.

13. CONFLICT OF INTEREST: The Consultant shall comply with the provisions of Chapter 268 of the Massachusetts General Laws relating to Conflict of Interest as it applies to municipal employees, including but not limited to filing with the City a §23(b)(3) Disclosure Form in the case where a reasonable person could conclude that a municipal employee could unduly enjoy the Consultant's favor or improperly influence the Consultant in the performance of the Scope of Services set forth herein, or that the Consultant is likely to act or fail to act as a result of kinship or the rank, position or undue influence of some party or person. A 23(b)(3) Disclosure Form is set forth in **Exhibit D**.

14. 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 Consultant 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.

15. CERTIFICATIONS BY CONSULTANT

By executing this Agreement, the Consultant certifies, under penalties of perjury:

- a. That the Consultant's bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- b. That the Consultant has neither presently, nor during the period of this Agreement, will have any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, nor shall any person having any such interest be employed by the Consultant to perform the work called for in this Agreement.

16. INSURANCE

The Contractor shall purchase and maintain commercial general liability and other insurance appropriate for the work and which will provide protection from claims itemized below which may arise out of or result from the Contractor's performance and furnishing of the work and the Contractor's other obligations under the Contract Documents, whether the work and other obligations will be performed or furnished by the Contractor, any subcontractor or supplier. The amounts of the commercial general liability insurance policy shall be 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
	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 Contractor shall also provide insurance coverage for

- a. Claims for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The City shall be named as an additional insured and the amount of coverage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Claims under worker's compensation, disability benefits, and other applicable similar employee benefits acts; claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees; claims for damages insured by personal injury liability coverage sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person for any other reason; claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting from any such injury or destruction.
- d. Claims arising out of operation of laws for damages because of bodily injury or death of any person or for damage to property.
- e. Claims for damages because of bodily injury or death of any person, or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned motor vehicle used in the Work, including employee non-ownership use. The combined single limit shall be \$1,000,000 and shall include a CA9948 Pollution Endorsement and shall name the City as an additional insured.

The Contractor's liability insurance shall include contractual liability coverage sufficient to cover to the Contractor's indemnification obligations under the Contract Documents. The Contractor agrees to pay on behalf of the City, and to provide and pay a defense for all claims covered by the Contractor's obligations under the indemnification provisions.

The Contractor's liability insurance shall be endorsed to include the City as an additional insured, and the architect/engineer, the City's and architect/engineer's consultants, any of their subsidiaries or affiliates, and each of their respective directors, officers, shareholders, agents or employees as additional insureds. The insurance afforded to the City and those other parties shall be primary insurance, and neither the coverage nor the amount of insurance provided under the Contractor's policies shall be reduced or prorated by the existence of any other insurance applicable to any loss the City or those other parties may have sustained.

The Contractor's liability insurance shall remain in effect until the end of any correction period and at all times after that when the Contractor may be correcting, or removing and replacing *defective* work. Products and completed operations insurance shall be maintained for two (2) years after final payment. Evidence of insurance shall be furnished to the City upon request and no less frequently than yearly.

These requirements shall not be construed to limit the liability of the Contractor or its insurers. The City does not represent that the specified coverages or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

If the City or the Contractor suffers injury or damage to person or property because of error, omission or act of the other, any of the other's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observation of that injury or damage. This provision is not and shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

17. COMPLIANCE WITH LAWS & GOVERNING LAW

The Consultant shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work call for under this Agreement. The Parties hereby agree that this Agreement has been executed and delivered in the Commonwealth of Massachusetts and shall be construed, enforced and governed by the laws thereof.

18. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

19. 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.

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 \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Character

Certified that City funds are available in the following account:

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 \_\_\_\_\_

**CERTIFICATE OF AUTHORITY - CORPORATE**

3. 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.