

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE EXECUTIVE OFFICE***

**REQUEST FOR PROPOSALS:**

**DIVERSITY, EQUITY & INCLUSION CONSULTANT: AUDIT & STRATEGIC  
PLAN**

***RFP #22-12***

**Submittal Due Date: September 9, 2021, 10:30 a.m.**

**August 2021**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON, MASSACHUSETTS**  
**REQUEST FOR PROPOSALS #21-12**  
**DIVERSITY, EQUITY & INCLUSION CONSULTANT:**  
**AUDIT & STRATEGIC PLAN**

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**END OF SECTION**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL #22-12**

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

**DIVERSITY, EQUITY & INCLUSION CONSULTANT: AUDIT & STRATEGIC PLAN**

Proposals will be received until: **10:30 a.m., Thursday, September 9, 2021 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 still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. You may drop off proposals in Room 108. However, proposals not received in Room 108 by mail or courier may, if you choose, be dropped off 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 August 26, 2021.** 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., 22-12) they have downloaded.

The term of the contract shall extend for one (1) year from **the date of execution**. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms, with no change in the contract price and terms and conditions.

**The specific services solicited in this RFP are described in the Scope of Service pp. 8-9 and Contract Requirements at pp. 23-28 below.**

As this is an RFP, proposers shall submit (i) a Technical, or non-price Proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a Price Proposal. There is no specific form for the Technical Proposal, although it should be responsive to all information requested made in the RFP.

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 style with a prominent initial "N".

Nicholas Read  
*Chief Procurement Officer*  
August 26, 2021

## REQUEST FOR PROPOSALS

### DIVERSITY, EQUITY AND INCLUSION CONSULTANT: AUDIT & STRATEGIC PLAN

#### I. INTRODUCTION

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for consultant to help the City of Newton (City) expand its diversity, equity, and inclusion (DE&I) initiatives and develop a comprehensive, meaningful DE&I strategy (“Services”) for the City, comparative judgments of technical factors, in addition to price, will be necessary. The City believes that the individual(s)/firm providing these services must have a broad range of experience working with municipal governments. The RFP process will enable the city to apply qualitative ratings to candidates whose key project personnel have extensive experience providing similar services to other similarly situated cities and towns, particularly where they have been able to work within local objectives and policies within a municipality.

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 the technical and price proposals.

#### II. OBJECTIVES

The City Mayor desired that the City move forward with urgency and purpose on creating, implementing and maintaining a more equitable and inclusive City. This includes immediate actions and long-term systemic change to actualize diversity, equity and inclusion within the City government and community.

With respect to government, the goal is to increase the diversity of its workforce and boards and commissions to deliver services in an equitable, caring, fair and inclusive manner. This means building support for DE&I by working closely with people in all City departments so these goals are integrated into City decision making, policies, practices, procedures and services. The Mayor seeks to increase City staff’s cultural responsiveness through training and discussions to build excellence in communication and customer service for everyone in Newton, regardless of race, ethnicity, gender, sexual orientation, age, socioeconomic status, disability, other protected and important classes of people, and geography.

With respect to the community, the goal is to institutionalize equity and social justice, reinforce inclusion, affirm diverse identities and experiences, support victims of hate and bias, foster respect among all of us and celebrate differences as this is essential to a shared goal of being a welcoming community where everyone can thrive for all.

To build a more equitable city for all, especially vulnerable people (whether children, older people, those with disabilities, LGBTQ+ residents, and those with lower resources) and Black, indigenous people, and people of color, much work is needed across many areas. This work includes diversifying the City’s workforce and its suppliers, more meaningful engagement by those whose input has been at the margins as well as better access by people who speak a language other than English or have disabilities. This means the City will have to identify barriers, dismantle them and create plans and policies and a culture that fosters equity and inclusion. The City must be intentional in its diversity, equity and inclusion actions, ensuring they are data driven, performance towards goals is measured and the work is sustainable.

Advancing equity and creating more inclusion will only be successful if City Hall partners with residents, organizations and groups – ranging from the Human Rights Commission and the Newton Housing Partnership to the Newton Coalition of Black Residents to Families Organizing for Racial Justice to name just four of the many thoughtful, caring groups in Newton committed to this work. Together all groups must understand the issues, determine the strategies, and take action to make lasting change.

The City seeks a consultant to expand the City’s DE&I initiatives and develop a comprehensive, meaningful DE&I strategy for the City of Newton.

Measurable and comprehensive DE&I goals are necessary as we work (1) to adapt and improve our internal culture and operations, our external programs and service delivery, and our engagement with our diverse community, and (2) to build the capacity of our staff to use an equity lens as we continue to create a culture of inclusion and equity.

The City seeks a consultant with extensive experience in working with municipal governments to support the Mayor, the Director of Community Engagement and Inclusion, the staff in the Human Resources Department, and staff across all City Departments to intentionally create inclusive and equitable City government operations and services.

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

The Director of Community Engagement and Inclusion in the Mayor’s Office will be the liaison with the consulting team on this DE&I initiative. As a holistic and collaborative approach is essential, this position within the Mayor’s Office offers a vantage point and sphere of influence with all City departments. The Director will help the consulting team collaborate with residents, groups, neighborhoods, City Councilors, Board Members, Department staff, Commissioners, businesses, and non-profits on this important work. This is in keeping with the Director’s overall responsibilities for engaging community members, supporting programming, and helping Newton be an inclusive, welcoming, and equitable community.

The overall objectives of the consultant shall include but are not limited to reviewing practices and making recommendations around:

- 1) Recruiting, hiring, training, promoting, and retaining a diverse and inclusive workforce.
- 2) Improving systems, policies, programs, processes, protocols, initiatives, organization structure and staffing within the City of Newton to identify and address systemic impediments to issues related to diversity, equity and inclusion as they relate to race, ethnicity, gender, sexual orientation, age, socioeconomic status, disability, other protected and important classes of people, and geography.
- 3) Leveraging data to identify areas for improvement, establish goals and develop a measurement program to assess progress.

### **PART IV. 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 9, 2021.**

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, five (5) paper copies and one (1) digital copy** of the TECHNICAL and **one original (no copies)** of the PRICE PROPOSALS must be submitted in **separate sealed** envelopes, plainly marked:

**“TECHNICAL PROPOSAL - RFP #22-12 DIVERSITY, EQUITY & INCLUSION CONSULTANT**

and

**“PRICE PROPOSAL - RFP #22-12 DIVERSITY, EQUITY & INCLUSION CONSULTANT**

along with your company’s name on both envelopes.

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

**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 September 3, 2021 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 (#21-12) 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:**
- |                            |   |
|----------------------------|---|
| <b>RFP Released:</b>       | <b>August 26, 2021</b>                            |
| <b>Questions due:</b>      | <b>September 3, 2021 at 12:00 noon</b>            |
| <b>Addenda w/Answers:</b>  | <b>September 6, 2021</b>                          |
| <b>Proposal Submittal:</b> | <b>September 9, 2021, Thursday, at 10:30 a.m.</b> |
- 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 V. BACKGROUND**

Newton is a very special city in which to live and work. Newton has safe and attractive neighborhoods, an excellent public school system, an active community life, multiple public transportation systems, proximity to Boston (one of Newton’s neighboring communities), and a well-managed and financially strong City government.

The City is located in Middlesex County and has a population of approximately 88,900 with 32,600 housing units and occupies a land area of 18.3 square miles. Approximately 72% of all households in Newton are families while the population of older adults is continuing to grow. The demographics of Newton are 70.1% white, 16.5% Asian, 5.1% Hispanic or Latinx, and 3% Black or African American.

Newton is principally suburban-residential in character. Unlike many other communities that are established around a single Main Street or downtown, Newton is comprised of thirteen distinctive villages. Newton has a diversified economic base with approximately 4,700 establishments employing approximately 79,500 people. Commercial uses only occupy 4.1% of the City’s land area.

Newton has what is known as a “strong Mayor” form of government with Mayor Ruthanne Fuller having the executive and administrative powers of the City. The legislative branch is comprised of 24 City Councilors, sixteen of which are elected city wide and eight from the eight wards.

Within the City of Newton, there are 23 departments and approximately 910 full-time and 225 part-time Municipal employees. *See* Newton Organizational Chart at **Attachment A** below.

The focus of this DEI audit and strategic plan is on the municipal side. That said, it is important to know that the mission of the Newton Public Schools (which serves approximately 12,600 students with over 70 languages spoken by them) is academic excellence, educational equity, and supporting social and emotional learning, including health and wellness. NPS is intentionally focused on being an anti-racist school district. The goal of its Director of Diversity, Equity and Inclusion is to support all NPS members in dismantling harmful practices and policies and strengthening the NPS culture to create inclusive and emotionally safe spaces for all students to learn, belong and thrive.

## **PART VI. SCOPE OF SERVICES**

The following Scope of Work outlines the City’s minimum requirements for respondents to address in their proposals. The City is open to additional project components and methodologies that have proven successful in other DEI efforts. The proposal should be clear in the specific tasks, hours, costs, schedule, and responsibilities (consultant vs. City staff) for each component and task in the Scope of Work. Following the selection of a consultant team, the City expects for the lead consultant to meet with City staff to assist in finalizing scope and tasks; team roles; and priorities.

- A. DEI Data Audit: Data collection and data analysis to identify the overall needs of the community and city government around DE&I, including such areas as allocation of resources; baseline conditions in the City, areas for improvement, and developing a program to measure and assess progress on an ongoing basis.
- B. DEI Organizational Audit: Conduct an analysis and develop a baseline report of current organizational practices, services, systems, policies, programs, processes, protocols, initiatives, organization structure, staffing and awareness throughout all city departments.
- C. Identify and make recommendations to address the concerns and interests of BIPOC City employees and residents, and additional equity seeking groups, including Latinx, Asian American/Pacific Islander, and LGBTQ+ people.
- D. Provide insight and knowledge on DE&I best practices of municipal governments with a focus on operationalizing equity.
- E. Provide insight and knowledge on DE&I best practices as related to municipal Human Resources Departments and recommendations for Newton’s HR Department in the areas of recruiting, hiring, training, promoting, and retaining a diverse and inclusive workforce and having an inclusive and equitable culture in the City of Newton’s work environment.
- F. Develop shared language, a framework, a public statement of principles, and a mission regarding DE&I.
- G. Work with key community members and community leaders to guide the DE&I analysis, understand the status quo, and consider possible DEI strategies.
- H. Make recommendations that identify and address barriers to inclusion and that increase internal awareness, knowledge, and skills.
- I. Make recommendations regarding long-term monitoring and evaluation that consider several areas, including but not limited to, internal staffing practices, policies and procedures, community partnerships and engagement, and ongoing education for City employees.



- J. Review and evaluate programming and services provided to disadvantaged residents, particularly in the areas of social services, practices for building an inclusive city as well as best practices community-based advisory committees such as Newton’s Human Rights Commission.
- K. Review and evaluate City initiatives in the business, non-profit and economic development sectors in relationship to DE&I including a focus on contracting policies.
- L. DEI Training:
  - 1. Review current DEI training and recommend the content, type and quantity of future diversity and inclusion trainings for City employees at all levels, City elected officials, and Board and Commission members;

Alternative 1:

- 2. Provide a set of organization-wide, continuous learning opportunities that creates a shared understanding of diversity and inclusion and application of its principles in the workplace; increases the ability to recognize, respond and remove barriers to diversity and inclusion that exist within the workplace; increase the ability to serve, work, and engage with people of different races and backgrounds;
- 3. Provide documentation to demonstrate that the training content is based on recent research and has been proven effective in reducing biased behavior, enabling communication, and improving workplace culture;
- 4. Provide resources and develop analytic tools to measure progress for ongoing learning, training, and engagement.

The City will make available all information regarding City departments, including job descriptions, department personnel information, reports, and other materials as may be necessary for the proposer to successfully conduct a review that will assist in developing a comprehensive, thoughtful DE&I strategy for the City of Newton.

**PART VII. ADDITIONAL REQUIREMENTS**

- A. Meetings: Throughout the process it is required that the consultant communicate and meet frequently with the City.
- B. Deliverables: The consultant is expected to provide written recommendations
- C. Expenses: All travel and related expenses associated with this project shall be included in the lump sum price proposal.
- D. Insurance: The successful consultant will indemnify the City of Newton 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.

**PART VIII. PERFORMANCE TIMELINE**

The successful consultant must be ready to commence project work within fourteen (14) calendar days of the contract award. 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. The selection process should be completed no later than the end of the month of December 2021, unless the deadline is extended by mutual agreement.

**PART IX. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS**

- A. Non-Price/Technical Proposal: All Technical Proposals shall include the following information. No reference to the price of the services to be provided should be included anywhere in the Technical 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 DE&I and work with municipalities.
  - 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 VI 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. Samples of work, such as a comprehensive work product for another municipality, including a copy of a plans and subsequent recommendations, with appropriate confidentiality.
  8. Signed Certificate of Non-Collusion and Statement of State Tax Compliance using the forms attached to this RFP as **Attachments B and C**.
  9. Completed Qualifications and References Form attached as **Attachment E**.
  10. Completed and signed Debarment Letter attached as **Attachment F**.
  11. Completed and signed IRS Form W-9 attached as **Attachment G**.
  12. 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 D. 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 X. 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 XI may be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the six (6) Comparative Criteria in Part XII.**

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 XI. MINIMUM EVALUATION CRITERIA**

The RFP Minimum Criteria are as follows:

- A. The proposer must demonstrate that it has experience in the areas outlined in the scope of services.
- B. The proposer must demonstrate it has worked with municipalities.
- C. The proposer must demonstrate knowledge and experience with DEI Strategic Plans.

- D. Possess adequate resources to handle assigned responsibilities and to handle extenuating circumstances that may arise quickly, diligently and effectively;
- E. Maintain high ethical standards and reputation;
- F. Demonstrate expertise in thought leadership, human centered design, research, and data analytics;
- G. Have experience in training and facilitating people from diverse professional backgrounds.
- H. The proposer must contain a comprehensive description of services to include how the respondent intends to provide the services requested in the RFP. This description shall include, but not be limited to:
  - a. how the project will be managed and scheduled,
  - b. how the data and materials will be delivered
  - c. communication and coordination, and the working relationship between the respondent the City.
- I. Management Proposal including project team structure and internal controls as well as staff qualifications and experience.

**PART XII. 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.

Proposals which meet the Minimum Criteria will be evaluated based on the following comparative criteria:

**A. EXPERIENCE**

Highly Advantageous: Consultant has substantial experience in work related to DE&I **and** municipalities.

Advantageous: Consultant has adequate experience in work related to DE&I.

Not Advantageous: Consultant has minimal experience in work related to DE&I.

**B. COMPLETED EVALUATION AND ASSESSMENT EXERCISES**

Highly Advantageous: Consultant has completed a substantial number of evaluation and assessment exercises for municipalities.

Advantageous: Consultant has completed an adequate number of evaluation and assessment exercises for municipalities.

Not Advantageous: Consultant has completed minimal number of evaluation and assessment exercises for municipalities.

**C. STAFF**

Highly Advantageous: Consultant assigns a principal consultant and a project team who have demonstrated excellence in work related to DE&I and municipalities.

Advantageous: Consultant assigns a principal consultant and a project team who have demonstrated competency in work related to DE&I.

Not Advantageous: Consultant assigns a principal consultant and a project team who have not demonstrated excellence or competency in work related to DE&I..

**D. PLAN OF SERVICES**

Highly Advantageous: Consultant has a well-defined and developed Plan of Services in response to this Request For Proposals and demonstrates a clear understandable implementation strategy.

Advantageous: Consultant has a sufficiently defined and developed Plan of Services in response to this Request For Proposals and demonstrates an adequate but not exceptional implementation strategy.

Not Advantageous: Consultant has an inadequately defined and developed Plan of Services in response to this Request For Proposals and demonstrates an undefined implementation strategy.

**E. REFERENCES**

Highly Advantageous: Consultant provides multiple references who give the consultant an overall rating of “highly advantageous.”

Advantageous: Consultant provides limited references who give the consultant an overall rating of “highly advantageous.”

Not Advantageous: Consultant provides an inadequate number of references of whom rates the consultant as “highly advantageous.”

**F. INTERVIEW**

**In addition to the foregoing, the City will interview proposers. Interviews shall be given only to the 5 proposers ranking highest in Comparative Criteria A-E above.**

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 the unique needs of a municipality as it pertains to DE&I.

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 a municipality as it pertains to DE&I.

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 a municipality as it pertains to DE&I.

**PART XIII. 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 XIV. QUESTIONS AND INQUIRIES**

It is the responsibility of the Consultant 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 of record.

**ATTACHMENT – A**  
**NEWTON**  
**ORGANIZATIONAL CHART**

**ATTACHMENT – B**

**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 – C**

**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 – D

PRICE PROPOSAL

RFP 22-12 DIVERSITY, EQUITY & INCLUSION CONSULTANT: AUDIT & STRATEGIC PLAN

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

“PRICE PROPOSAL: RFP #22-12 DIVERSITY, EQUITY & INCLUSION CONSULTANT”

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

DIVERSITY, EQUITY & INCLUSION CONSULTANT: AUDIT & STRATEGIC PLAN

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

C. The contract price(s) for the services described in RFP #22-12 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 – E**

**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 F

DEBARMENT LETTER

City of Newton



Mayor  
Setti D. Warren

**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**

**W-9**

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give form to the                  requester. Do not                  send to the IRS.</b>
--	--	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <b>X</b> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number : : : : : : : : :	or Employer identification number : : : : : : : : : : : : : : :
---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

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

**General Instructions**

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

**Purpose of Form**

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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**

**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**

**DIVERSITY, EQUITY & INCLUSION CONSULTANT: AUDIT & STRATEGIC PLAN**

This Agreement (“Agreement”) is made this day of \_\_\_\_\_, 21 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 #2-12 (RFP) issued by the Purchasing Department;
- c. The RFP for Diversity, Equity & Inclusion Consultant; Audit & Strategic Plan 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.

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.

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 the awarded contract shall extend for one (1) from the date of execution. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

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. 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.

17. 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.

18. 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**

By \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

Certified that City funds are available  
in the following account:

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

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Chief Operating Officer*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT & BONDS ARE APPROVED**

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_

**EXHIBIT A**

**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.