

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE PLANNING DEPARTMENT

REQUEST FOR PROPOSAL:

**CONSULTING SERVICES FOR
FAIR HOUSING TESTING
FOR
THE WESTMETRO HOME CONSORTIUM**

RFP #22-32

Proposal Opening Date: January 20, 2022 at 10:00 a.m.

December 2021

Ruthanne Fuller, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #22-32

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CITY OF NEWTON
PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS #22-32

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

Consulting Services For Fair Housing Testing for the WestMetro Home Consortium

Proposals will be received until: **10:00 a.m., January 20, 2022***
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids

***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 line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **after 10:00 a.m., December 16, 2021.**

There will be no charge for contract documents.

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

The term of the contract shall extend for two years from the date of execution.

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

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

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

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

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

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

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
December 16, 2021

PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #22-32

I. INTRODUCTION

The City of Newton is wants to procure a consultant to undertake Fair Housing testing in the thirteen member communities. In 2020, the WestMetro HOME Consortium completed an Analysis of Impediments of Fair Housing Choice (Study). The Study aimed to identify the impediments to fair housing and identify meaningful and measurable strategies and actions to affirmatively further fair housing for all protected classes within the thirteen WestMetro HOME Consortium communities. One of the impediments to fair housing is public and private practices that discriminate households based on their membership in a protected class when leasing housing. Fair housing testing is one way to identify the extent to which these discriminatory practices exist. The Study identified fair housing testing as an important strategy for the Consortium to undertake to work toward affirmatively furthering fair housing and addressing discriminatory practices.

II. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for consulting services related to conducting Fair Housing Testing for the WestMetro HOME Consortium (“Services”), comparative judgments of technical factors, in addition to price, will be necessary for the following reasons:

1. The WestMetro HOME Consortium (Consortium), of which the City of Newton is the lead agency, is soliciting proposals for Consulting Services for Fair Housing Testing, on behalf of the of the WestMetro HOME Consortium, which is comprised of thirteen member municipalities: Bedford, Belmont, Brookline, Concord, Framingham, Lexington, Natick, Needham, Newton, Sudbury, Waltham, Watertown, and Wayland.
2. This effort, in part, will be funded with HOME Investment Partnership (“HOME”) funds, a Federal block grant. The selected consultant must comply with all federal HOME requirements.
3. This effort is a direct action recommended in the Study. The Study identified fair housing testing as an important strategy for the Consortium to undertake to work toward affirmatively furthering fair housing.
4. The proposed project scope requires a specific understanding of the Fair Housing Laws and the Fair Housing Testing will culminate in meaningful action steps for the Consortium to take address discriminatory practices.

III. INSTRUCTIONS TO PROPOSERS

RFP Documents will be available for pickup at the Purchasing Department and online at the City’s website: www.newtonma.gov/bids after: 10:00 a.m., December 16, 2021. There will be no charge for RFP documents.

1. **General Submission Requirements.** All proposals must be submitted no later than 10:00 a.m., Thursday, January 20, 2022, in accordance with Massachusetts General Laws Chapter 30B, Section 6, to: (EMAIL AND FAXED PROPOSALS WILL NOT BE ACCEPTED)

City of Newton Chief Procurement Officer
Purchasing Department
Newton City Hall
1000 Commonwealth Avenue, Room 108
Newton, MA 02459

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

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

“Technical Proposal, RFP #22-32 – Consulting Services For Fair Housing Testing for the WestMetro Home Consortium”

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

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

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

“Price Proposal, RFP #22-32 – Consulting Services For Fair Housing Testing for the WestMetro Home Consortium ”

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

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

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

2. **Questions and Inquiries.** It is the responsibility of a proposer to inquire about and question any material contained in this RFP which is not fully understood or that is believed to be susceptible to more than one interpretation. All questions and inquiries involving procedural or technical matters should be directed to the City of Newton Chief Procurement Officer before noon on January 14, 2022 in writing by email or fax:
FAX (617) 796-1227 E-mail: purchasing@newtonma.gov, referencing RFP #22-32 in all correspondences.
3. **Addenda.** 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 (#22-32), if you would like to be recorded as taking out. It is the contractor’s sole responsibility to ensure that they have received all addenda’s prior to the RFP submittal date. Copies of addenda will be posted to the City’s website www.newton.ma.gov/bids.

All proposers must acknowledge all Addenda in both the TECHNICAL and PRICE PROPOSALS.

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

RFP Released:	December 16, 2021 at 10:00 a.m.
Questions due:	January 14, 2022 at 12:00 noon
Final Addenda Issued:	January 17, 2022
Proposal Submittal Deadline:	January 20, 2022 Thursday, at 10:00 a.m.

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

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

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

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

7. **Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.
8. **Contract and Term.** The term of the contract shall extend for two (2) years from the date of execution.
9. **Insurance Requirements.** The Contractor 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, as follows:

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

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

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

IV. PROJECT OVERVIEW

The Consortium seeks a consultant with experience in fair housing testing as well as fair housing policy and practice expertise. The Consortium has identified two protected classes for testing under this contract: race (black) and source of income (i.e. voucher holder). The contract will be for audit testing and reporting. Audit testing would allow for the testing to be traceable (i.e. each community would receive results from testing, identifying properties) and enable enforcement actions. A specific number of tests for each community shall be proposed by the responding contractor with individual pricing in the price proposal. It is understood that the number of tests in each community would be representative and would not be statistically significant for research purposes.

In March 2021, the Consortium Council voted to set aside HOME funds and move forward with planning for fair housing testing, as an important step in implementing the strategies identified in the AI. The contract for fair housing testing will be funded, in part, with federal HOME funds. The selected consultant must comply with all federal HOME requirements. Additional funds will need to be committed by each participating community prior to the execution of the contract.

V. SCOPE OF WORK

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 that have proven successful in other fair housing testing efforts. The proposal should be clear in the specific tasks, costs and schedule for each component in the Scope of Work. Following the selection of a consultant team, the City expects the lead consultant to meet with City staff to assist in finalizing scope and allocation of costs across the communities.

1. Develop testing plan and prepare for testing implementation

- A.) Define site selection methodology/criteria (i.e. rental only, based on ads found in online platforms such as apartments.com, craigslist.com etc.)
- B.) Prepare detailed reporting protocol for when and how to address discrimination found during testing
- C.) Prepare testing forms; characteristics, instructions, reporting
- D.) Prepare preliminary schedule
- E.) Hire testers (recruit and train)

2. Testing and Interim Reporting

- A.) Perform work necessary to conduct fair housing testing in each community. This work includes but not limited to site identification, pairing testers, scheduling and dispatching testers, and completing tests.
- B.) Complete post-testing process with debriefing tester, analyzing test results and write-up test results.
- C.) Provide details of testing discrimination found during testing as required based on “reporting protocol” and work with Consortium members in determining enforcement actions, notices of violations / concerns, etc.
- D.) Provide and present summary updates every six months to Consortium.

3. Final Reporting and Project Close-out

- A.) Prepare and present draft report summarize testing results to Consortium. Include in report:
 - 1) Best practices for local ordinances to address housing discrimination
 - 2) Best practices for fair housing enforcement policies and practices
 - 3) Identify potential targeted educational efforts.
- B.) Present draft report to Consortium, collect comments and amend report as required.
- C.) Provide all source documentation to each community.
- D.) Present final report and project wrap-up at two public meetings.

VI. PERFORMANCE TIMELINE

The following is the anticipated timeline for scope of work for this project. The successful consultant must be ready to commence project work within thirty (30) calendar days of the contract execution. Any deviation from 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. Contractor must be willing to accept delays to contract start date based on timing of each communities’ approval of participation and additional funding allocation.

March 2022:	Contract Executed
April - June 2022:	Develop testing plan and prepare for testing implementation
July 2022 – Dec. 2023:	Testing and Interim Reporting
Jan - March 2024:	Final Reporting and Project Close-out

VII. PROPOSAL CONTENTS AND SUBMISSION REQUIREMENTS

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

- A.) Completed **Attachment B** “Technical Proposal Cover Sheet” and all submission documents required therein (**Attachments C – H**).
- B.) A description of the general skills of the firm, including a description of the consultant’s familiarity with Fair Housing Testing and work with municipalities.

- C.) 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;
- D.) A Plan of Services describing the approach, methodology, timeline, and tasks the Proposer expects to utilize to carry out the Scope of Work, as outlined in Part V of this RFP. The proposal should be clear in the specific tasks for each component in the Scope of Work and make any recommendations for additions or modifications based on proposer’s knowledge of best practices to carry out fair housing testing. Included in this shall be a narrative description for the methodology used to determine number of recommended or anticipated tests per community.
- E.) 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.
- F.) Samples of work, such as a comprehensive work product for another municipality, including a copy of a plans and subsequent recommendations, with appropriate confidentiality.

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

2. Price Proposal: Completed **Attachment A** “The Price Proposal”.

VIII. SELECTION AND EVALUATION PROCESS

Proposals are subject all requirements and stipulations as set forth in Part III. Instructions to Proposals. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

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

The Technical Proposals shall be reviewed and evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein. The selection and evaluation process for proposals will be as follows:

1. **Minimum Criteria.** All Technical Proposals will be reviewed by the Evaluation Committee to determine if they meet the Minimum Evaluation Criteria set forth in Part IX below.
 - A.) All proposers will be notified of proposal status, identifying any missing items or deficiencies in the proposals. To the extent permitted by law, proposers will be given seven days to respond and to provide the required information.
 - B.) An incomplete proposal, that does not demonstrate compliance with the Minimum Criteria set forth in Part IX may be considered non-responsive and eliminated from further consideration.
2. **Comparative Criteria.** Technical Proposals that meet the Minimum Criteria contained herein will be reviewed and scored by the Evaluation Committee according to the Comparative Criteria contained herein.
3. **Interviews.** Interviews may be scheduled at this time.
4. **Price Proposal and Award Recommendation.** Upon receiving the Evaluation Committee’s completed proposal reviews, the Chief Procurement Officer shall open the Price Proposals and recommend to the Evaluation Committee the most advantageous proposer on the basis of Price and Technical Proposals. The Department of Planning and Development may revise any recommendation if its decision is documented in writing.
5. **Award Notification.** The winning proposer will be notified of the project scoring upon the City’s decision.

IX. MINIMUM EVALUATION CRITERIA

All proposals must contain the components as set forth in Part VII (Proposal Contents And Submission Requirements), Section 1 Technical Proposal.

The RFP minimum criteria are as follows:

1. Completed **Attachment B** “Technical Proposal Cover Sheet” and all submission documents required therein (**Attachments C – H**).

2. A description of the general skills of the firm, including a description of the consultant's familiarity with Fair Housing Testing and work with municipalities.
3. 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.
4. The proposal must contain a comprehensive Plan of Services.
5. 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.
6. A sample of work similar to scope requested herein.

X. COMPARATIVE EVALUATION CRITERIA

Proposals which 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 a response. Criteria are listed in order of priority.

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

To the extent that an Evaluation 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 shall be evaluated based on the following:

1. Extent of experience and expertise with fair housing:

Highly advantageous: The Proposer has demonstrated at least 5 years of experience and expertise in fair housing laws and regulations and fair housing-related issues.

Advantageous: The Proposer has demonstrated at least 3 years of experience and expertise in fair housing laws and regulations and fair housing-related issues.

Not Advantageous: The Proposer has demonstrated fewer than 3 years of experience and expertise in fair housing laws and regulations and fair housing-related issues.

Unresponsive: The proposer did not provide information on fair housing experience and expertise.

2. Extent of experience with fair housing testing or similar projects:

Highly advantageous: The Proposer has provided evidence of at least four similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. At least one of the projects is the successful completion of fair housing testing program of similar scale and scope including, planning, testing through the analysis of data, and recommendation of actions to address discriminatory practices in rental housing

Advantageous: The Proposer has provided evidence of at least three similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. At least one of the projects is the successful completion of fair housing testing program of similar scale and scope including planning, testing through the analysis of data, and recommendation of actions to address discriminatory practices in rental housing

Not Advantageous: The Proposer has provided evidence of fewer than three similar projects that the firm has successfully completed in terms of quality of work, cost control, and compliance with performance schedule. The Proposer has not previously completed any fair housing testing programs of similar scale and scope.

Unresponsive: The Proposer does not have evidence of completing similar projects.

3. Quality and Depth of Plan of Services:

Highly advantageous: The project proposal demonstrates superior understanding of the Project Scope and expectations, a comprehensive and feasible proposed method, and exceptional timeline for successful completion of project.

Advantageous: The project proposal demonstrates satisfactory understanding of the Project Scope and expectations, an adequate proposed method, and good timeline for successful completion of project.

Not Advantageous: The project proposal demonstrates a limited understanding of the Project Scope and expectations, an inadequate proposed method, and poor timeline for successful completion of project.

Unresponsive: The project proposal does not demonstrate an understanding of the Project Scope and expectations, lacks a proposed method, and does not offer a timeline for successful completion of project.

4. References (3). One member of the Evaluation Committee will check, on behalf of the other members of the Evaluation Committee, three (3) references of each Proposer that meets the Minimum Criteria, asking the same questions of each reference. The person who checks the references will prepare a report for the remaining evaluators.

Highly advantageous: All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.

Advantageous: The great majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation.

Not Advantageous: One reference stated that there had been significant difficulties with the proposer's ability to deliver the contracted services and deliverables.

Unresponsive: Proposal lacks references.

5. Proposer Interviews

The selection process may include interviews of select proposers.

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

Highly Advantageous: Interview presentation is visually attractive, informative, and demonstrates superior mastery over the complexities and requirement of fair housing testing. Evaluation team is completely convinced about the proposer's ability to present the deliverables required in the Project Scope.

Advantageous: Interview presentation is visually attractive, informative, and demonstrates acceptable management over the complexities and requirements of fair housing testing. Evaluation team finds the proposer is adequate to present the deliverables required in the Project Scope.

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

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

Interviews, if held, shall be considered a fifth Comparative Criterion.

XI. RULE FOR AWARD

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

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

ATTACHMENT A

PRICE PROPOSAL

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

“RFP #22-32 – Consulting Services for Fair Housing Testing for the WestMetro Home Consortium – PRICE PROPOSAL”

TO THE AWARDING AUTHORITY:

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

The Proposer’s total contract price proposal for scope of work tasks: \$ _____

B. The price in Section A. is broken down into the three components of the project scope as follows:

1. Develop testing plan and prepare for testing implementation \$ _____
Section V. 1. of the above referenced RFP

2. Testing and Interim Reporting - Provide estimated number of tests per community, breakdown of testing costs per community to total the proposed amount for this scope of work task. These costs should include all tasks identified in Section V.2. of above referenced RFP. These costs may also apply to requests for additional testing, not included in original scope of work.

Total # of Tests _____ x Fee per test _____ = \$ _____

Community:	Number of Tests	Cost
1. Bedford		
2. Belmont		
3. Brookline		
4. Concord		
5. Framingham		
6. Lexington		
7. Natick		
8. Needham		
9. Newton		
10. Sudbury		
11. Waltham		
12. Watertown		
13. Wayland		
Total		

3. Final Reporting and Project Close-out \$ _____
Section V. 3. of the above referenced RFP

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

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

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

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

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

Date: _____

(Name of Firm or Individual Submitting Bid)

BY: _____
(Printed Name and Title of Signatory)

(Signature)

(City, State, Zip)

(Telephone)

(Email address)

ATTACHMENT B

TECHNICAL PROPOSAL COVER SHEET

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

**“RFP #22-32 -
Consulting Services for Fair Housing Testing for the WestMetro Home Consortium –
TECHNICAL PROPOSAL”**

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

Additional Technical Proposal Submission Documents duly completed and signed.

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

Date: _____

(Name of Firm or Individual Submitting Bid)

BY: _____
(Printed Name and Title of Signatory)

(Signature)

(City, State, Zip)

(Telephone)

(Email address)

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

: _____
(Printed Name)

(City, State, Zip)

(Telephone)

(Email address)

ATTACHMENT C

**CITY OF NEWTON
BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

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

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

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

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

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

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

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

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: _____
CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

ATTACHMENT E

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

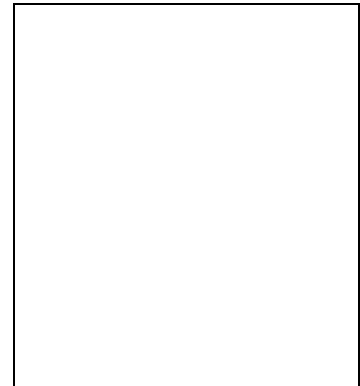
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT F

DEBARMENT LETTER

City of Newton



Mayor
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

IRS FORM W-9

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

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) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)
	<input checked="" type="checkbox"/> Exempt payee	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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.

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

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

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

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

- 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

CERTIFICATION OF TAX COMPLIANCE

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

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

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

ATTACHMENT I

CONTRACT FORMS

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

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

CITY - CONTRACTOR AGREEMENT
CONTRACT NO. _____

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

hereinafter referred to as the CONTRACTOR.

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

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

**CONSULTING SERVICES FOR
FAIR HOUSING TESTING FOR
THE WESTMETRO HOME CONSORTIUM**

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

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposal #22-32 (RFP) issued by the Purchasing Department;
- c. The RFP for Consulting Services for Fair Housing Testing for the **WestMetro Home Consortium** 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. The following Schedules attached hereto:
 - Schedule A: Scope of Services
 - Schedule B: Compensation and Method of Payment
 - Schedule C: Work Program and Schedule
 - Schedule D: General Requirements
 - Schedule E: Certificate of Authority
- e. Addenda Number(s) _____;
- f. The Proposal Response of the Contractor submitted for this Project and accompanying documents and certifications;
- g. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project;
- h. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

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

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

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

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

XXIII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XXIV. INSURANCE REQUIREMENTS

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

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

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

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

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

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

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

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 _____

By _____

Director of Planning and Development

Date _____

Date _____

Affix Corp Seal Here

Approved as to Legal Form and Character

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

By _____

Associate City Solicitor

Date _____

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

CONTRACT APPROVED

By _____

Comptroller of Accounts

By _____

Mayor or her designee

Date _____

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

- 6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
- 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.

SCHEDULE A

SCOPE OF WORK

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 that have proven successful in other fair housing testing efforts. The proposal should be clear in the specific tasks, costs and schedule for each component in the Scope of Work. Following the selection of a consultant team, the City expects the lead consultant to meet with City staff to assist in finalizing scope and allocation of costs across the communities.

4. Develop testing plan and prepare for testing implementation

- F.)** Define site selection methodology/criteria (i.e. rental only, based on ads found in online platforms such as apartments.com, craigslist.com etc.)
- G.)** Prepare detailed reporting protocol for when and how to address discrimination found during testing.
- H.)** Prepare testing forms; characteristics, instructions, reporting
- I.)** Prepare preliminary schedule
- J.)** Hire testers (recruit and train)

5. Testing and Interim Reporting

- E.)** Perform work necessary to conduct fair housing testing in each community. This work includes but not limited to site identification, pairing testers, scheduling and dispatching testers and, completing tests.
- F.)** Complete post testing process with debriefing tester, analyzing test results and write-up test results
- G.)** Provide details of testing discrimination found during testing as required based on "reporting protocol" and work with Consortium members in determining enforcement actions, notices of violations / concerns, etc.
- H.)** Provide and present summary updates every six months to Consortium.

6. Final Reporting and Project Close-out

- E.)** Prepare and present draft report summarize testing results to Consortium. Include in report:
 - 4) Best practices for local ordinances to address housing discrimination
 - 5) Best practices for fair housing enforcement policies and practices
 - 6) Identify potential targeted educational efforts.
- F.)** Present draft report to Consortium, collect comments and amend report as required.
- G.)** Provide all source documentation to each community.
- H.)** Present final report and project wrap-up at two virtual public meeting.

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

Section I. Method of Determining Compensation

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

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

Section II. Billing Rates

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

Section III. Payment Schedule

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

Section IV. Payment

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

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

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

SCHEDULE C

WORK PROGRAM AND SCHEDULE

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

March 2022	Contract Execution
April - June 2021	Develop testing plan and prepare for testing implementation
July 2022 – December 2023	Testing and Interim Reporting
January – March 2024	Final Reporting and Project Close-out

SCHEDULE D

GENERAL REQUIREMENTS

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

ARTICLE 1. RESPONSIBILITIES OF THE CITY

- 1.1 Information to be provided to the Consultant.
 - 1.1.1 The City shall furnish upon the Consultant's request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Consultant as promptly **as possible its instructions and decisions**.
- 1.2 Action by the City
 - 1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the Consultant from his/her professional responsibilities.
 - 1.2.2 The City shall render all approvals required by this Agreement in writing to the Consultant, or it shall notify the Consultant in writing why such approvals are being withheld.
- 1.3 Waivers
 - 1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

ARTICLE 2. RESPONSIBILITIES OF THE CONSULTANT

- 2.1 Scope
 - 2.1.1 The Consultant shall be responsible for the professional adequacy, technical accuracy and coordination of all the data, illustrations, reports, zoning text and any other material or work furnished by him or his consultants, or subcontractors.
- 2.2 Assignability
 - 2.2.1 The Consultant shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.
- 2.3 Employment of Consultants
 - 2.3.1 The Consultant may provide services in collaboration with either consultants or qualified associates. It shall be the Consultant's responsibility to engage and enter into agreements with said consultants to the extent needed, subject to qualifications found elsewhere in this Agreement.
- 2.4 Meetings
 - 2.4.1 The Consultant shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.
- 2.5 Time and Order of Services
 - 2.5.1 The Consultant shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Director, Planning & Development. He shall insure prompt and continuous prosecution of the Project to the extent of his professional responsibilities.
- 2.6 Submissions
 - 2.6.1 The Consultant shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.7 Revisions

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

2.8.1 Substantial Changes

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

2.9 Consultant's Code Compliance

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

ARTICLE 3. TERMS

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

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

3.2 Enumerations

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

ARTICLE 4. DOCUMENTS

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

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

ARTICLE 5. NOTICES

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