

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS:

**CITY OF NEWTON
ECONOMIC STABILITY/MOBILITY INITIATIVE
*RFP #23-36***

**Pre-Bid Meeting: October 24, 2022 at 10:00 a.m.
Proposal Opening Date: December 1, 2022, at 10:00 a.m.**

October 2022

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS #23-36

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

ECONOMIC STABILITY/MOBILITY INITIATIVE

Pre-Bid Meeting: 10:00 a.m., October 24, 2022 via Zoom¹ (Not Mandatory)

Proposals will be received until: **10:00 a.m., December 1, 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.

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., October 13, 2022.**

The successful proposer will provide services to support economic stability and longer-term efforts to promote economic mobility among Newton's low-income residents. Designated an "initiative," the services are intended to remediate some of the adverse effects of the COVID pandemic.

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 be for the period January 1, 2023 through December 31, 2025.

The services sought are not subject to M.G.L. c.30B. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Bid. In order to obtain the services with the highest value, the City of Newton has voluntarily undertaken this competitive Request For Proposals (RFP). The City also reserves the right to engage in negotiations with vendors after the proposals are opened.

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.

¹ Zoom login instructions are provided in Attachment J at p. 23 below. Each attendee at the Zoom pre-bid meeting must provide the meeting host with its name, address, phone number, email address and name of contact person.

CITY OF NEWTON

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

Nicholas Read
Chief Procurement Officer
October 13, 2022

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #23-36

INTRODUCTION

Signed into law on March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) provides \$350 billion in funding for state and local governments to support the nation’s recovery from the devastating economic and health impacts of the COVID-19 pandemic. The City of Newton received approximately \$63 million in ARPA funding and is investing those funds in initiatives that will help residents not just stabilize and recover from the pandemic, but also permanently support a more resilient, more livable, more vibrant, more inclusive, and more sustainable community.

The successful proposer will provide services to support economic stability and longer-term efforts to promote economic mobility among Newton’s low-income residents. Designated an “initiative,” the services are intended to remediate some of the adverse effects of the COVID pandemic.

The City is dedicating \$1.75 million in ARPA funds (“Grant”) to launch an Economic Stability/Mobility pilot initiative to support Newton’s low-income residents and families. The City’s recently completed Newton Community Needs Assessment (February 2022) indicated that under-resourced Newton households, particularly those of Black and Hispanic residents, were disproportionately impacted by the COVID-19 pandemic and continue to face significant economic challenges on a daily basis. The report identified the need for immediate efforts to support economic stability and longer-term efforts to promote economic mobility among Newton’s low-income residents. To that end, the City is issuing this Request for Proposals (RFP).

The services sought are not subject to M.G.L. c.30B.² Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Bid. In order to obtain the services with the highest value, the City of Newton has voluntarily undertaken this competitive Request For Proposals (RFP). The City also reserves the right to engage in negotiations with vendors after the proposals are opened.

I. 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., October 13, 2022. 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, December 1, 2022, in accordance with Massachusetts General Laws Chapter 30B, Section 6 to:

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

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

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

- A.) **Technical Proposal.** One (1) original and three (3) copies and one (1) 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 #23-36 – “**City of Newton Economic Stability / Mobility Initiative**”

² This RFP’s resulting contract will be a grant agreement as defined in c. 30B. M.G.L. c.30B, §2.

The Technical Proposal shall be submitted with **Attachment B** Technical Proposal Cover Sheet (p. 13 below), and with all documents referenced therein 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) original 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 #23-36 – “**City of Newton Economic Stability / Mobility Initiative**”

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

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

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

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

2. **Questions and Inquiries.** It is the responsibility of 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 before noon on November 4, 2022, in writing by email or fax: FAX (617) 796-1227 or e-mail: purchasing@newtonma.gov, referencing RFP #23-36 in all correspondence.
3. **Addenda.** Addenda will be emailed to every individual or firm on record as having taken the RFP. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#23-36), if you would like to be recorded as a potential proposer. It is the proposer's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be posted to the City's website www.newton.ma.gov/bids.

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

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

| | |
|------------------------------|---|
| RFP Released: | October 13, 2022 at 10:00 a.m. |
| Virtual Bidders' Conference: | October 24, 2022 at 10:00 a.m. |
| Questions due: | November 4, 2022 at noon |
| Final Addenda Issued: | On or before November 14, 2022 at 5:00 p.m. |
| Proposal Submittal Deadline: | December 1, 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 M.G.L. 30B.

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

- 7. **Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.
- 8. **Contract and Term.** The term of the contract shall extend from January 1, 2023 through December 31, 2025.
- 9. **Insurance Requirements.** The Contractor will indemnify the City, at the time of contract execution, against any and all losses and damages by the provision of liability insurance, required Worker’s Compensation insurance, and such other coverage as may be required by law, as follows:

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

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

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

II. PROJECT OVERVIEW

Signed into law on March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) provides \$350 billion in funding for state and local governments to support the nation's recovery from the devastating economic and health impacts of the COVID-19 pandemic. The City of Newton received approximately \$63 million in ARPA funding and is investing those funds in initiatives that will help residents not just stabilize and recover from the pandemic, but also permanently support a more resilient, more livable, more vibrant, more inclusive, and more sustainable community.

The City is dedicating \$1.75 million in ARPA funds to launch an Economic Stability/Mobility pilot initiative to support Newton's low-income residents and families. The City's recently completed Newton Community Needs Assessment (February 2022) indicated that under-resourced Newton households, particularly those of Black and Hispanic residents, were disproportionately impacted by the COVID-19 pandemic and continue to face significant economic challenges on a daily basis. The report identified the need for immediate efforts to support economic stability and longer-term efforts to promote economic mobility among Newton's low-income residents.

This RFP was collaboratively developed by an Advisory Committee comprised of City employees, community providers, and individuals with grant-making and policy experience. The committee includes 10 individuals who, in addition to supporting the development of this RFP, will have a role in reviewing submitted proposals and making funding recommendations to Mayor Ruthanne Fuller. The Committee includes:

1. India Arnold – Community Engagement & Youth Services Coordinator, Newton Community Development Foundation (NCDF); former preschool teacher
2. Amanda Berman – Director of Housing & Community Development, City of Newton
3. Nikia Bodden – Director of Transitional Living Programs with The Second Step; expertise serving homeless survivors of domestic and sexual violence
4. Rebecca Camargo – Director of Resident Services, Newton Housing Authority; former Crisis Intervention Clinician with Eliot Community Human Services; former Program Manager at the Cambridge Shelter
5. Barney Heath – Director of Planning & Development Department, City of Newton
6. Meghan Kennedy – Director of Social Services, City of Newton
7. Keith Mahoney – Vice President of Communications and Public Affairs, The Boston Foundation; former Director of State Relations for Boston Mayor Thomas M. Menino
8. Marva Serotkin – Member of the Newton Housing Partnership; former President and CEO of The Boston Home; consultant specializing in long-term care, affordable housing, and not-for-profit management
9. Linda Walsh – Commissioner, Health & Human Services, City of Newton
10. Deborah Youngblood – Executive Director, Mothers' Milk Bank Northeast; former Commissioner of Health & Human Services for the City of Newton; former Vice President of Research and Innovation at EMPATH, Economic Mobility Pathways

Purpose:

The City of Newton is seeking proposals for programs that promote economic stability and/or economic mobility among Newton's most under-resourced individuals and families.

Economic stability refers to having the resources essential to one's life and well-being. Factors affecting economic stability include employment, reliable income, livable wages, wealth (e.g., assets, savings, retirement), debt, housing costs, health status and healthcare costs, childcare costs, other costs of living (e.g., food, necessities, transportation), and family structure. Economic instability is also an important factor and refers to repeated changes in employment, income, or financial well-being over time, particularly changes that are not intentional, predictable, or part of upward mobility. Economic instability is not a single event, but a pattern that may span a lifetime or generations.

Economic mobility refers to economic well-being and its change over time. At the individual level, economic mobility can be viewed as intragenerational (within a person's lifetime) or intergenerational (over multiple generations). Generally measured in terms of income and wealth, economic mobility may also be measured in terms of other tangible outcomes such as education and homeownership and intangible outcomes such as social inclusion or being valued in the community.

Economic instability and barriers to economic mobility are too often rooted in structural racism. “Structural racism refers to the totality of ways in which societies foster racial discrimination through mutually reinforcing systems of housing, education, employment, earnings, benefits, credit, media, health care and criminal justice.”³

The City of Newton is seeking well-reasoned proposals that will result in demonstrable changes/outcomes in economic stability and/or economic mobility. Applicants are expected to make a strong and compelling case that their proposed approach will promote economic stability and/or create opportunities for economic mobility among Newton’s under-resourced individuals and families.

The City of Newton will consider a range of programs and approaches that promote economic stability/mobility. For example, applicants might propose interventions that address:

- Asset building
- Career pathways/coaching
- Debt reduction
- Educational attainment
- Family-sustaining income/employment
- Financial literacy/counseling
- Housing
- Well-being
- Workforce development

Proposers may propose a constellation of services, focus on a single area, or propose an intervention or model not included in the list above. Proposers must provide a rationale for and evidence to support how the proposed approach will result in demonstrable changes/outcomes for economic stability and/or creates opportunities for economic mobility among Newton’s under-resourced individuals and families.

Priority Population:

Funds may only be used to support low-income residents (65% AMI or below) of the City of Newton. Specifically, these funds are intended to support under-resourced Newton households, particularly those of Black and Hispanic residents that were disproportionately impacted by the COVID-19 pandemic and continue to face significant economic challenges on a daily basis.

Eligible Organizations:

Only organizations that have a 501(c)(3) designation or those with a 501(c)(3) fiscal sponsor are eligible.

Applicants may submit a proposal in partnership with one or more other providers. If you elect to do so, there must be one lead agency. Memorandum of understanding (MOU’s) between the lead agency and each partnering provider must be submitted with the proposal and should include a summary of roles and responsibilities and the amount of grant funds allocated to the various partners to support the work.

Organizational Capabilities:

Applicants must demonstrate:

- Knowledge of the City of Newton’s low-income population, including the ability to support non-English speakers and newcomers to the U.S.
- Proven experience implementing programs to promote economic stability/mobility.
- Commitment to centering diversity, equity and inclusion frameworks in administering services.

Service Delivery:

The City of Newton anticipates that the RFP contract will commence in January 2023 and will conclude on or before December 31, 2025.

Recognizing that the selected proposer may need time to establish its program, applicants may propose a planning period of up to four months. Services must begin no later than May 1, 2023. If proposing a planning period, the proposer must clearly identify the specific tasks to be accomplished during the planning period in the Year 1 timeline.

³ <https://www.ama-assn.org/delivering-care/health-equity/what-structural-racism>

Participation in Evaluation:

The City of Newton has contracted with the UMass Donahue Institute (UMDI) to monitor Grant implementation and assess the impact of this initiative. UMDI’s role will be to serve as a partner to the funded program, providing support in all aspects of monitoring and evaluation. In addition to monitoring the Grant for the City, UMDI will work with the program team to identify and collect data to support program improvement and program development.

Specifically, UMDI will collaborate with the funded program team to develop an evaluation plan, identify data metrics to document implementation and demonstrate impact, provide support with data collection efforts and submission, summarize data, and report findings to the City of Newton. The funded program will be required to participate in regular evaluation meetings to develop the evaluation plan and review progress. Initially, meetings will occur monthly and move to every other month once the evaluation plan is developed and services commence. The funded program will be required to submit two reports annually with narrative descriptions of accomplishments, challenges, and program changes, as well as data about program participants, services, and outcomes.

Funding:

\$530,000 per year will be awarded to one proposer for three years (January 2023 through December 2025), for a total of \$1.59M.

A proposer may submit its proposal in partnership with one or more co-providers. If so, there must be one lead proposer. MOUs between the lead proposer and each co-proposer must be submitted with the proposal. MOUs should include a summary of roles and responsibilities and the amount of funds allocated to the various partners to support the work.

Eligible budget items:

The City **will** fund:

- Staffing costs, where the staff time reflected in the proposed project budget is exclusively dedicated to the project proposed
- Incentives to individuals participating in the program

The City **will not** fund:

- The costs of existing programs already fully financially supported
- Emergency financial assistance to program participants
- Interstate or international travel
- Capital purchases
- Indirect costs that exceed 25%

III. PERFORMANCE TIMELINE

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

| | |
|----------------|-------------------------------|
| January 2023: | Contract Executed |
| December 2025: | Grant concludes (anticipated) |

IV. MINIMUM CRITERIA

Technical Proposal: All Technical Proposals shall include the following information. Each proposal must meet all the following criteria in order to be considered for further evaluation:

Cover Page: Maximum 1 page, single-spaced, 12 pt. font. The cover page must include the following:

- Contact information, including:
 - Agency Name
 - Address
 - Contact Person Name and Title
 - Phone number
 - Email
- Brief description of the proposed program and anticipated outcomes.

Narrative: The proposal narrative should preferably be at least 5 pages in length and must not exceed 10 pages. Please use 12 pt. font, single-spaced. The Narrative must include the following:

1. **Organizational Overview**
 - a. Provide a brief description of the organization, including mission and core services.
 - b. Describe how your organizational mission aligns with the overall goal of promoting economic stability/mobility.
 - c. Describe your organization’s experience providing services to promote economic stability/mobility.
 - d. Describe how your organization centers diversity, equity and inclusion frameworks in administering services to clients.
2. **Priority Population and Objectives**
 - a. Describe the priority population for your program (e.g., individuals, families, newcomers, residents of color, residents with very low income, etc.).
 - b. Identify the measurable objectives you will achieve.
 - c. For each objective, provide estimates of the number of individuals or families you will serve.
3. **Proposed Approach**
 - a. Describe your approach to promoting economic stability/mobility, including the specific services you will provide. Indicate if this is a new program or if it builds upon or expands an existing program.
 - b. Provide a rationale for how your approach will **promote economic stability and/or create opportunities for economic mobility among Newton’s low-income, under-resourced households.**
 - c. Describe the evidence you have that this approach will result in demonstrable changes/outcomes for economic stability and/or create opportunities for economic mobility among Newton’s under-resourced individuals and families.
 - d. Describe how you will identify, recruit, engage, and retain **low-income residents (65% AMI or below) of the City of Newton.**
 - e. If planning to provide incentives for participation, describe the incentive process, including who will receive incentives, how much will be offered, and what milestones are required to qualify for incentives.
 - f. Describe the length of time you anticipate working with individuals or families to achieve your objectives, and include a description of how individuals and families will continue to be supported when grant funding ends.
4. **Timeline**
 - a. Include a detailed monthly timeline for the first year of grant funding.
 - b. Specify the amount of time for planning, activities to occur during that time, and indicate when direct services will commence.
5. **Evaluation**
 - a. Identify the specific data metrics you believe will demonstrate progress with program implementation and impact of the services you will provide.
 - b. Describe your organization’s capacity to assess program implementation and impact, including who will be responsible for data gathering and reporting.
 - c. State your commitment to work with UMDI to develop an evaluation plan, collect and submit data, and participate in evaluation meetings.
6. **Key staff**
 - a. Identify key staff, state their role in the program, and describe their qualifications to fill their role.
 - b. Describe key staff’s qualifications to provide culturally appropriate services to your identified priority population.

Attachments to Narrative: Attachments are not included in the 10-page Narrative limit.

- Attachment 1: Resumes (please limit to 2 pages per person) for each of the key staff listed in the narrative.
- Attachment 2: Most recent financial statement. If applying as a collaborative, the most recent financial statement for each organization in the collaborative.
- Attachment 3: MOUs, if applicable.

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

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

Price Proposals must be inclusive of all services proposed and include a **line-item budget** and **budget narrative**.

- The budget narrative must include a justification for each line item, including the amount of money set aside for incentives
- Annual budget amounts may not exceed the total available per year
- Indirect rates may not exceed 25%
- Budgets may not exceed \$530,000 per year

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

V. COMPARATIVE CRITERIA

The evaluation of each proposal for the Services will be based upon the “Comparative Evaluation Criteria” described in this section.

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

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

The total points allotted to each section will be the sum of the scores of each section criteria. Section criteria will be rated on a 5-point scale, as follows:

- 5 = Highly Advantageous (HA)
- 4 = Advantageous (A)
- 3 = Somewhat Advantageous (SA)
- 2 = Not Advantageous (NA)
- 1 = Unacceptable (U)

The number of total points an application may receive is 100. Each of the six narrative sections detailed in the “Minimum Criteria” section above may receive the following maximum scores:

1. Organizational Overview - 20 points
2. Priority Population and Objectives - 15 points
3. Proposed Approach - 30 points
4. Timeline - 10 points
5. Evaluation - 15 points
6. Key staff - 10 points

For example, each of the four criteria in “Organizational Overview” will be rated on a scale of 1-5, using the 5-point scale above. An application receiving all ratings of 5 on each of the criteria would receive the maximum of 20 points.

An application receiving all ratings of 3 on each of the criteria would receive 12 points, and an application receiving all ratings of 1 on each of the criteria would receive 5 points.

Organizational Overview (20 points)

- c. Provide a brief description of the organization, including mission and core services.
- d. Describe how your organizational mission aligns with the overall goal of promoting economic stability/mobility.
- e. Describe your organization's experience providing services to promote economic stability/mobility.
- f. Describe how your organization centers diversity, equity and inclusion frameworks in administering services to clients.

Section points will be summed to produce an overall score. Applications with the top three scores may be considered for an interview.

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

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

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 proposer's superior ability to execute a program that will result in demonstrable changes/outcomes in economic stability and/or mobility for the priority population detailed in the "Project Overview." Evaluation team is completely convinced about the proposer's ability to successfully implement the deliverables required in the "Project Overview".

Advantageous: Interview presentation is visually attractive, informative, and demonstrates proposer's acceptable ability to execute a program that will result in demonstrable changes/outcomes in economic stability and/or mobility for the priority population detailed in the "Project Overview." Evaluation team finds the proposer to be adequate in its ability to successfully implement the deliverables required in the "Project Overview".

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

Unacceptable: Interview presentation does not demonstrate any indication with the Evaluation team that the proposer is suited to implement the deliverables required in the "Project Overview".

XI. RULE FOR AWARD

The contract, substantially similar to the City-Consultant Agreement attached hereto as **Attachment K**, 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 #23-36 – City of Newton Economic Stability / Mobility Initiative

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

TO THE AWARDING AUTHORITY:

- A. The undersigned proposes to undertake the requirements of the “Project Overview” outlined in **Part IV**, in the above referenced RFP, for a price as follows:

The Proposer’s total contract price for Project tasks: \$ _____

(Total contract price in writing)

- B. Price proposals must be inclusive of all services proposed and include two additional attachments: **1.) line-item budget and 2.) budget narrative.**
 - The budget narrative must include a justification for each line item, including the amount of money set aside for incentives
 - Annual budget amounts may not exceed the total available per year
 - Indirect rates may not exceed 25%
 - Budgets may not exceed \$530,000 per year
- C. All price proposals must include a completed line-item budget. The **Excel file provided and attached as separate file**, which must be completed in-full.

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

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

Date:

(Name of Firm or Individual Submitting Bid)

BY: _____
(Printed Name and Title of Signatory)

(Signature)

(City, State, Zip)

(Telephone)

(Email address)

**ATTACHMENT B
TECHNICAL PROPOSAL COVER SHEET**

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

RFP #23-36 – City of Newton Economic Stability / Mobility Initiative

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

Additional Technical Proposal Submission Documents duly completed and signed.

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

Date:

(Name of Firm or Individual Submitting Bid)

BY: _____
(Printed Name and Title of Signatory)

(Signature)

(City, State, Zip)

(Telephone)

(Email address)

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

: _____
(Printed Name)

(City, State, Zip)

(Telephone)

(Email address)

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

ATTACHMENT E

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

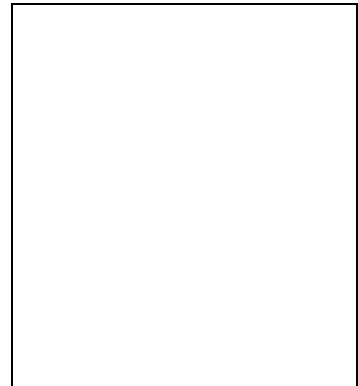
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT F

DEBARMENT LETTER

City of Newton



Mayor
Ruthanne Fuller

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

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

Debarment:

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

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

PHONE _____ FAX _____
EMAIL _____

(Name)

(Company)

(Address)

(Address)

Signature

Date

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

ATTACHMENT 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 checked="" type="checkbox"/> 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.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT H

CERTIFICATION OF TAX COMPLIANCE**

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

Signature of Individual (Mandatory)

*** Contractor's Social Security Number

or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name

By: _____

Date: _____

Corporate Officer

(Mandatory, if applicable)

Print Officer Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

ATTACHMENT I

Business Category Information Form*

RFP #23-36 – City of Newton Economic Stability / Mobility Initiative

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

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

I do not wish to complete this form.

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

I certify that the foregoing information is true and correct.

By: _____

Date:

ATTACHMENT J⁴
Pre-Bid Zoom Log in Information
10:00 a.m. October 24, 2022

Join Zoom Meeting

<https://us02web.zoom.us/j/81555520494?pwd=MXhsN0NqZnpMbWhFbEI0OEIStDBZUT09>

Meeting ID: 815 5552 0494

Passcode: 906400

One tap mobile

+13092053325,,81555520494# US

+13126266799,,81555520494# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 719 359 4580 US

Meeting ID: 815 5552 0494

Find your local number: <https://us02web.zoom.us/j/81555520494?pwd=MXhsN0NqZnpMbWhFbEI0OEIStDBZUT09>

⁴ Each attendee at the Zoom pre-bid meeting must provide the meeting host with its name, address, phone number, email address and name of contact person.

ATTACHMENT K
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 – Consultant Agreement

CITY OF NEWTON ECONOMIC STABILITY/MOBILITY INITIATIVE

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, acting by and through its Director of Planning and Development or her designee, but without personal liability to him, hereinafter referred to as the City, and _____ a _____ with a principal office address of _____, hereinafter referred to as the Consultant.

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

- I. SCOPE OF WORK.** The Consultant shall perform all services and tasks in the City of Newton’s Request for Proposal No. _____, the Consultant’s response thereto, and as set forth in Schedule A: Scope of Services attached hereto.
- 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- Consultant Agreement;
 - b. The City's Request for Proposal #23-36 (RFP) issued by the Purchasing Department;
 - c. The RFP for City of Newton Economic Stability/Mobility Initiative 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”);
 - c. The following Schedules attached hereto:
 - Schedule A: Scope of Services (*provided by awarded contractor*)
 - 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 CONSULTANT submitted for this Project and accompanying documents and certifications;
 - g. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Consultant 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-Consultant Agreement.

This City-Consultant Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Consultant. The Consultant 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-Consultant 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 Consultant agrees to comply with same.
- V. CONTRACT TERM.** The term of this Agreement shall extend from the date of execution of this Agreement by the City through _____.

The City reserves the right to terminate this Agreement 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 Agreement extends beyond June 30 in any calendar year, the City reserves the right to terminate the Agreement if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

VI. COMPENSATION. For all of the services performed under this Agreement, the City agrees to pay the Consultant and amount not to exceed \$_____. The not to exceed amount shall only be increased by a duly executed change order. Payments to the Consultant shall be made pursuant to this paragraph and the procedure set forth in Schedule B Compensation and Method of Payment. 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 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 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 Article XIII below, whichever is applicable.

VII. SCHEDULE. The Consultant shall provide the services set forth in Article I in accordance with the schedule attached hereto as Schedule C: Work Program and Schedule.

VII. 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, not shall any person having any such interest be employed by the Consultant to perform the work called for in this Agreement.

VIII. INTEREST OF CONSULTANT. The Consultant covenants that he has neither presently nor shall he during the period of this Agreement have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials or employees of the City or (b) instances where the Consultant, during the period covered by the Agreement, was an officer or employee of the City.

IX. FINDINGS CONFIDENTIAL. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Director of Planning and Development. This provision shall not apply if withholding such information would violate the law or create risk of significant harm to the public.

X. INSURANCE. The Consultant shall secure and maintain for the duration of this Agreement, including any supplements thereto, the following minimum insurance coverage:

| | |
|------------------------------|--------------------------|
| 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 | \$300,000 per occurrence |
| | \$300,000 aggregate |
| Professional Services Liability | |
| Errors and Omissions | \$1,000,000 |

The Consultant shall secure and maintain for the duration of this Agreement Worker's Compensation Insurance policy in amounts required by law at no cost to the City. The City shall be named as an additional insured on the Commercial General Liability policy and Consultant shall provide the City with Certificate of Insurance evidencing such additional insured status, which Certificates must contain the Additional Insured General Liability Insurance Endorsement Form Number.

- XI. RESPONSIBILITY FOR THE WORK.** In the performance of any work pursuant to this Agreement, the Consultant 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. ASSIGNMENT/SUB-CONTRACTING.** The Consultant agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the City.
- XIII. TERMINATION.**
- (a) 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.
 - (b) 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.
- XIV. 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.
- XV. 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.
- XVI. 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.

- XVII. 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 consultant 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.
- XVIII. 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.
- XIX. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XX. 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.
- XXI. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this City-Consultant Agreement.
- XXII. MULTIPLE COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. This Agreement may be electronically signed and transmitted, which electronic signature shall be binding on the signing party.

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

CITY OF NEWTON

By _____
 Print Name _____
 Title _____
 Date _____

Affix Corp Seal Here

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

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

By _____
Comptroller of Accounts
 Date _____

By _____
Chief Procurement Officer

Date _____

By _____
Director of Planning and Development

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT APPROVED

By _____
Mayor or designee

Date _____

SCHEDULE A
SCOPE OF SERVICES

THIS SPACE INTENTIONALLY LEFT BLANK

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

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. Reimbursable Expenses

The City shall pay the Consultant for reimbursable expenses, subject to the approval of the Director, Department of Planning & Development, and subject to the identification of such expenses as well as the appropriate copies of actual invoices for these expenses attached to a requisition submitted by the Consultant to the City.

Section V. 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 and identifying reimbursable expenditures incurred during the preceding period. 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 as well as the appropriate documentation for reimbursable expenses.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate _____.
- II. The Consultant shall complete the work set for the in 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:

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 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 of 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.

END OF SECTION

SCHEDULE E

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of:

_____ corporation; and that
(insert *name of corporation*)

2. _____ is the duly elected
(insert *name of officer who signed contract*)

_____ of said corporation; and that
(insert *title of officer*)

3. on _____ at a duly authorized meeting of the Board of
(insert *date of meeting*)*

Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

_____ of this corporation
(insert *name and title of officer*) (NOTE: Should be same as No. 2 above)

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 on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Signature of Clerk or Secretary)

Name: _____
(Please print or type name of Clerk/Secretary)

DATE: _____
(insert date Certificate signed by Clerk or Secretary)**

*This date must be ***on or before*** the date that the corporate officer signs the contract.

This date must be *on or after*** the date that the corporate officer signs the contract.