

TOWN OF READING
REQUEST FOR PROPOSALS



23-20 COMMUNITY DIVERSITY, EQUITY & INCLUSION AUDIT

Proposals DUE:
MARCH 8, 2023, at 1:00 p.m.
Late Proposals Will Be Rejected

Town of Reading
Procurement Office
Attn: Allison Jenkins
16 Lowell St., Reading, MA 01867
Phone: 781-942-6696
e-mail: ajenkins@ci.reading.ma.us

Town of Reading, Massachusetts
Procurement Office

COVER SHEET

The Town of Reading reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the bids(s) deemed in the best interest of the Town. One (1) Original and Five (5) copies of the non-price proposal and one (1) separate and sealed original price proposal must be submitted **on or before 1:00 p.m. on March 8, 2023**, to:

Town of Reading
Town Clerk's Office
23-20 Community Health Proposal
16 Lowell St.
Reading, MA 01867

The envelope containing the Proposal and required information must be sealed and marked with Proposer's name, title of proposal and the RFP number 23-20. **The Proposer must sign this and all required forms and signature pages in order for the proposal to be considered.**

The Proposer acknowledges receipt of the following **ADDENDA #** _____

BUSINESS/INDIVIDUAL NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE _____

EMAIL _____

INDIVIDUAL/AUTHORIZED SIGNATURE _____

AUTHORIZED OFFICER NAME (print) _____

DATE _____

By signing above, the authorized officer is certifying that a complete examination of the RFP documents has been made and that the services will be delivered within the time specified and at the prices proposed.

All bidders must sign and submit with their proposal a Certificate of Non-Collusion and Tax Compliance Certification for. Failure to do so will result in the proposal being unresponsive and rejected.

The Town of Reading reserves the right to reject any or all proposals and waive any informalities deemed to be in the best interests of the Town.



23-20 COMMUNITY DIVERSITY, EQUITY & INCLUSION AUDIT REQUEST FOR PROPOSALS

The Town of Reading ("The Town") strives to provide equitable and accessible services to all residents. The Town is committed to transparency and collaboration across the community. The demographics of the Town are increasingly diverse. To build a more inclusive Reading, we must adapt to the changing community and ensure everyone is heard, respected, and protected.

The Town, acting through the Office of Equity and Social Justice (OESJ) and the Reading Public Library (RPL), seeks proposals from consultants and organizations to perform a community diversity, equity, and inclusion (DEI) audit, and provide recommendations for improved DEI practices within the Town.

The Town of Reading, MA, is soliciting proposals from qualified, independent firms, consultants, and organizations with expertise in conducting community diversity, equity, and inclusion audits. Per Chapter 30B of the Massachusetts General Laws, we request written quotations from a minimum of three applicants who customarily provide the service described below.

This work is funded by the RPL, OESJ, and a Massachusetts Community Compact Grant for a Best Practices Program.

The successful firm in this RFP process will have a broad range of experiences working with municipal governments and practical experience in the field of DEI. A committee will evaluate all submissions before the opening of price proposals. The contract will be awarded to the firm that provides the most advantageous proposal based on the technical and price proposals.

Specifications and Proposal forms may be obtained online by going to the Town of Reading website. Go to <https://www.readingma.gov/Bids.aspx>.

Proposals are due to the Clerk's Office until March 8, 2023 at 1:00 p.m.

The Town reserves the right to accept or reject, in whole or in part, any or all proposals, or take whatever other action may be deemed to be in the best interest of the Town in accordance with M.G.L. Chapter 30B.

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I. PROJECT BACKGROUND

In 2021 the Town established a Director of Equity and Social Justice position. Housed within the Reading Public Library (RPL), this position leads a new Office of Equity and Social Justice to foster and support a Reading culture that promotes and celebrates diversity, works to honor our shared humanity, and confronts and responds to discrimination, racism, and bias.

A suburban MBTA community of over 25,000, the Town has a Select Board and Town Meeting form of government with various boards and commissions, many external service and faith-based groups, and a thriving small business community.

The Town recognizes its limitations. The existing culture, communications, and forms of engagement need to equitably meet the needs of all community members, address differently voiced concerns, or actively encourage diversity. The next step in building an inclusive community involves hiring a qualified outside consultant or organization to conduct a town-wide community DEI audit. The audit's purpose is to understand the barriers to access for community members, identify residents' language and communication needs, and identify how to foster community engagement.

II. PROJECT GOALS

The Town of Reading will utilize this Community Diversity, Equity & Inclusion Audit to meet the following goals:

- Provide a community climate assessment to report how inclusive, equitable and diverse the Town feels/presents based on feedback from Town leadership, employees, residents, and business owners, essentially all of whom identify as community members. This is to gauge the overall environment experienced by community members.
- Provide an evaluation of the Town's services and programs available to all community members to determine barriers to access and areas where inequities exist. Barriers may include a lack of translation services, service information not provided in an accessible manner, etc.
- Provide a strategic plan and specific recommendations for more equitable services, accessible communication strategies, and a more inclusive community climate that promotes stakeholder engagement.

USE OF THE RFP PROCESS

There are multiple ways to conduct a Community Diversity, Equity & Inclusion Audit, with companies having different methods and different personnel available to conduct the project. By utilizing the Request for Proposals (RFP) method, the communities will have the opportunity to balance costs, methods, and relevant personnel as we review the proposals.

III. REQUEST FOR PROPOSAL INSTRUCTIONS

Proposals shall be received by the Town Clerk's Office on or before **March 8, 2023, at 1:00 p.m.**

Any proposal received after that time shall be rejected as non-responsive. For a matter of uniformity regarding time, the Time Stamp Clock in the Town Clerk's Office will be the official determining time. Proposals submitted via email or facsimile will not be accepted. There should be one (1) original and five (5) copies of the Technical/Non-Price Proposal within one envelope labeled "Technical Proposal" and a separate sealed envelope labeled "Price Proposal".

Technical/Non Price Proposals shall include the following sections:

Letter of Transmittal – The letter should be signed by the authorized individual to negotiate for and contractually bind the proposer. The letter must state that the offer is effective for at least sixty (60) days from the submission of proposal or until it is formally withdrawn, or a contract is executed, or this RFP is cancelled. The proposal should also disclose any potential conflict of interest.

Qualifications - Describe the proposer's ability to successfully undertake the project technically, financially, and managerially. Include descriptions of similar work conducted elsewhere. If a team approach is proposed, indicate how the members have worked together on previous engagements and include qualifications of each member of the team.

Methodology - Clearly describe the general work plan and methodology you would use to fulfill the scope of services. Include the outreach techniques to be utilized to engage the community. Also discuss and highlight the features your software has that will be used to implement the project and management plan.

Staffing - Describe the staff with the roles and responsibilities of each team member identified. Include capabilities, experience, and qualifications of the individuals. Provide resumes and highlight staff members who will be directly involved with the project. Include experience in participating in the data collection process and the implementation of the tree management program.

Additional Tasks - Identify any additional products, meetings, and recommendations that have not been specified in the Scope of Services, but may be necessary to complete the project as defined.

Qualification and Reference Statement - A minimum of three (3) must be provided from New England states.

Work Plan describing strategies, roles, responsibilities, and methodologies of how the Scope of Services items will be completed

Description of the Plan for meeting with all community stakeholders, whose feedback will inform the climate assessment

Deliverables a detailed description of the deliverables and outcomes

Timeline for all plans

Detailed timeframe for completion of the project that will be part of the contractual agreement

IV. SCOPE OF SERVICES

The following Scope of Work describes the extent of services to be provided by the consultant. This outline is not necessarily all-inclusive, and the consultant will include in the proposal any tasks or alternatives and services deemed necessary to satisfactorily complete the project.

The Town seeks proposals from qualified consultant(s)/organizations with experience conducting community DEI audits. Previous work with municipalities is preferred, but applicants with ample experience in the field will be considered. The audit is a detailed study of the Town's culture, values, diversity, community offerings, communication methods, relevant policies and procedures, and root causes that might inhibit community engagement. The study results will identify opportunities for improvements to become a more equitable town and better serve all residents. The audit will look at practices and programs throughout the Town that directly or indirectly impact residents relative to their race, ethnicity, gender, disability, age, sexual orientation, gender identity, religion, national origin, or other socio-culturally significant factors.

The consultant/organization would then report their findings and make appropriate recommendations and suggestions and a strategic plan to implement changes to advance equity and inclusion within the community.

The project is estimated at 10 to 12 months and should not exceed \$65,000. Bidders are welcome and encouraged to submit alternative strategies that are more productive to the Project Goals.

Specific Objectives

A. Community Climate Assessment

1. The consultant shall facilitate and provide options and recommendations regarding the engagement practices for this assessment. This may include but is not limited to coordinating and distributing a questionnaire/ survey that would assess climate and holding an open forum (virtual or in person) to allow for a more extensive discussion about climate.
2. Engage Town employees, Select Board Members, Town Meeting Members, and members of Town-appointed Committees and Commissions to gain insights and develop an understanding of the current environment and culture from those who are within the organization
3. Engage and conduct small groups with community members, focusing on those not necessarily involved in Town government. These groups should span all facets of town life, including religious institutions, formal and informal ethnic/cultural groups, businesses, the immigrant community, residents living in affordable housing, residents who do not speak English or ESL, etc.
4. Provide diverse and accessible opportunities, both virtual and in person, for participation in these groups. Varying dates, times, and platforms are essential to ensure the inclusion of as many community members as possible.
5. Produce a detailed report on the perceived environment, sense of inclusion and belonging, and common themes that emerge should be provided
6. Specifically, survey the Town leadership and governing body's readiness to address institutional racism and equity- this means Select Board, Town Meeting Members.

B. Evaluation of Services and Programs

1. Review the Town's current community outreach and engagement practices and efforts and if there are differences for non-English speakers and the BIPOC community.
2. Identify strengths, challenges, limitations, effectiveness, and recommendations for improvement and an outreach plan.
3. Review Town policies, practices, and procedures. Includes current strategies, practices, and core documents within the municipality that directly impact equitable access to Town services and programs, thus promoting equity or creating inequity.
4. Submit recommendations for improvements and changes based on best practices
5. Identify areas of community data that should be tracked
6. Document all findings, recommendations, and plans in a final report.

C. Other Suggested Items

Based on the Project Goals and objectives listed above, the consultant can propose additional items if they feel the full scope has not been captured.

Deliverables

1. The selected consultant will be required to coordinate and facilitate focus groups with all stakeholders, both virtual and in person.
2. When the audit is complete, the selected consultant will be required to attend and present at one Reading Select Board meeting.
3. Progress reports as requested\
4. The selected consultant will provide a final report that includes documentation of all findings, recommendations, and a strategic plan for implementing the recommendations and changes.

Each part of the deliverables should be submitted in electronic format and on a USB-compatible hard drive or secured shared drive and contain a Microsoft Word-compatible version and a searchable PDF version. All images, tables, and graphs used in the final version should be in Microsoft Excel-compatible format. All materials will become the property of the Town of Reading.

Project Timeline

The Town will solicit bids from consultants/organizations beginning in January 2023. The Director for Diversity, Equity, and Inclusion, Town Manager, and the Library Director will review the proposals and interview selected consultants. The winning bid will be referred to the Town Manager's Office/Purchasing Department to finalize the contract. The work of the community equity audit is scheduled to begin in April 2023.

Performance Timeline

The selected vendor must be ready to commence project work within fourteen (14) calendar days of the final contract being signed. Any deviation from this schedule must be clearly stated in the vendor's response to this proposal. Any delay to start should be mutually agreed upon between the parties.

V. EVALUATION AND SELECTION PROCESS

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

Technical Proposals shall be evaluated by a Committee, which will follow the criteria contained herein. Proposals that do not demonstrate the Minimum Criteria outlined in Part VII may be rejected as non-responsive. All proposals that meet the Minimum Criteria will be evaluated based on the Comparative Criteria outlined in Part VII.

Upon completion of the evaluation of responsive proposals, the Price Proposals will be opened, after which the Town will determine which proposal is the most advantageous. Taking into consideration cost and evaluated criteria. The Town reserves the right to reject any proposals and award a contract as determined to be in the Town's and community stakeholders' best interest.

Proposals will be evaluated by the Review Committee on the basis of submission requirements and the following ranking criteria.

VI. GENERAL AND SPECIAL PROVISIONS

1. The Town reserves the right to cancel this Request for Proposals, or to accept or reject any and all proposals, waive informalities, and to award contracts as may be in the best public interest of the "Town".
2. All proposals become the property of the Town of Reading.
3. The firm selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of a consultant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
1. The successful firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).
6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of this contract.
7. Firms and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.
8. Proposals must be unconditional.
9. Selection shall be subject to additional discussions and/or negotiations based on proposals received.

10. The Town is an EEO/AA/MBE employer. Women and minority owned businesses are encouraged to apply.

VII. MINIMUM EVALUATION CRITERIA

1. The proposer must demonstrate experience in the areas outlined in the scope of services.
2. The proposer must demonstrate that it has worked with municipalities and/or school districts.
3. The proposer must demonstrate knowledge and experience with DE&I Audits.
4. Possess adequate resources to handle assigned responsibilities and handle extenuating circumstances that may arise quickly, diligently, and effectively.
5. Maintain a high ethical standard.
6. Demonstrates expertise in thought leadership, human-centered design, research, and data analytics.

VIII. COMPARATIVE EVALUATION CRITERIA

Proposals from vendors who meet or exceed the Minimum Criteria will be evaluated and rated based on the following Comparative Criteria. The Town reserves the right to ask any proposer to provide additional supporting documentation to verify its response.

Ratings of Highly Advantageous (HA), Advantageous (A), Not Advantageous (NA), or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. To the extent that a Comparative Criterion requires the certification of fact, the proposer's certification as to that fact shall be provided in the response, however, upon request from the Town additional evidence will be provided.

The Comparative Criteria are as follows:

A. Experience

- Highly Advantageous: Consultant has substantial prior experience in work related to DE&I and working with Municipalities and/or School Districts.
- Advantageous: Consultant has adequate experience in work related to DE&I.
- Not Advantageous: Consultant has minimal experience in work related to DE&I.
- Unacceptable: No prior experience.

B. Staffing/Resources

- Highly Advantageous: Consultant can provide staff support who have demonstrated excellent work related to DE&I and Municipalities/School Districts.
- Advantageous: Consultant provides staff who demonstrate competency in work related to DE&I.
- Not Advantageous: Consultant provides staff support who have not demonstrated excellence or competency in work related to DEI.
- Unacceptable: Consultant does not have staff familiar with DEI work or working with Municipalities/School Districts.

C. Prior Completed Audits

- Highly Advantageous: Consultant has completed a substantial number of audits for Municipalities and/or School Districts
- Advantageous: Consultant has completed an adequate number of audits for Municipalities and/or School Districts
- Not Advantageous: Consultant has completed a minimal number of audits for Municipalities and/or School Districts
- Unacceptable: Consultant has not completed any prior DE&I Audits.

D. Plan of Services

- Highly Advantageous: Consultant has a well-defined Plan of Service and a clear action strategy.
- Advantageous: Consultant has a sufficiently defined Plan of Service and an adequate action strategy.
- Not Advantageous: Consultant has an inadequately defined Plan of Service.
- Unacceptable: Consultant does not submit a plan of service.

E. References

- Highly Advantageous: Vendor provides multiple references from previous similar projects.
- Advantageous: Vendor provides limited references from previous similar projects.
- Not Advantageous: Vendor provides inadequate references from previous similar projects.
- Unacceptable: Vendor does not provide references.

IX. INSTRUCTIONS TO PROPOSERS

REQUIREMENTS AND SUBMISSIONS

Please find a description of the requirements and submissions that must be included as part of a Proposal. Proposals must be sealed and marked as noted.

TECHNICAL PROPOSAL

A separate and sealed technical proposal including a detailed statement of the qualifications of in-house staff and outside consultants, if any, who will be assigned to the project and a detailed plan for completing the tasks described in the Statement of Work and a schedule for completing such tasks.

PROPOSAL PRICING FORM

Every Proposal must include a separate and sealed detailed price proposal. The envelope should be labeled with the RFP number 23-20, the words "Price Proposal" and the due date.

- Identify the cost for each task in the Scope of Services
- Include the number of staff needed to complete each task and the total cost
- Additional costs/charges (i.e., travel expenses) must be defined in the proposal

- A final summary of costs, broken down by task, staff person, components, optional work, taxes, etc.

CERTIFICATE OF NON-COLLUSION

Every Proposal must include a Certificate of Non-Collusion. See ‘Certificate of Non-Collusion Form’ attached.

TAX COMPLIANCE CERTIFICATION

Every Proposal must include a written certification, with signature, that the Proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See ‘Tax Compliance Certification Form’ attached.

CORPORATE PROPOSER & SIGNATURES FORM

If the Proposal is being submitted by a corporation, the Proposal must include a certification, with signature, that the individual submitting the Proposal has been authorized to bind the corporation. See ‘Corporate Vote’ attached. If submitting the Proposal as either an individual or co-partnership, the Signatures Form, with signature, must be submitted. See “Signatures Form” attached.

QUALIFICATIONS AND REFERENCE STATEMENT

References should be a clearly identifiable section of your technical/Non-Price Proposal.

PROPOSAL DELIVERY

Below is a description of the manner in which sealed Proposals must be submitted.

DUE DATE AND TIME

Proposals shall be received by the Procurement Office on or before 1:00 p.m. on March 8, 2023.

Any proposal received after that time shall be rejected as non-responsive. For a matter of uniformity regarding time, the Time Stamp Clock in the Town Clerk’s Office will be the official determining time. Proposals submitted via email or facsimile will not be accepted. There should be one (1) original and five (5) copies of the Technical/Non-Price Proposal sealed in one envelope and a separate sealed “Price Proposal”.

ADDRESS

Sealed proposals shall be delivered to the Town of Reading – Town Clerk’s Office, 16 Lowell St., Reading, MA 01867.

HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the Town of Reading: 8:00 AM – 5:30 PM Monday, Wednesday, and Thursday, 8:00 AM – 6:30 PM Tuesday.

COPIES

Firms must submit one (1) original and five (5) copies of the technical proposal. The Price Proposal shall be in a separate and sealed envelope clearly marked.

LABELING

The outside of the envelope containing the sealed proposal must be labeled with 1) the RFP number 23-20 2) the due date and time 3) the name of the proposer and 4) the title of the RFP.

SIGNATURES

A Proposal must be signed as follows: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed (See attached "Signatures Form" and "Corporate Vote Form").

QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Request for Proposals must be submitted in writing to: Allison Jenkins ajenkins@ci.reading.ma.us at least seven (7) days prior to the Proposal opening date. Written responses will be emailed to all Proposers on record as having picked up the Request for Proposals.

CHANGES

If any changes are made to this Request for Proposals, addenda will be issued. Addenda will be posted on the town's website and e-mailed to all proposers on record that registered on the town website to review the project documents.

MODIFICATIONS AND WITHDRAWALS

A Proposer may correct, modify, or withdraw a Proposal by written notice received by the Town of Reading prior to the time and date set for Proposal opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Request for Proposals.

After the Proposal opening a Proposer may not change any provision of the Proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the Proposer may be allowed to correct them. If a mistake and the intended Proposal are clearly evident on the face of the Proposal document, the mistake will be corrected to reflect the intended correct Proposal, and the Proposer will be notified in writing; the Proposer may not withdraw the Proposal. A Proposer may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal document, but the intended correct Proposal is not similarly evident.

UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled Proposal opening, the Purchasing Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Proposal opening will be postponed until the next normal business day and at the same scheduled time as the original deadline. Proposals will be accepted until that date and time.

RFP OPENING PROCEDURE

At the time and place fixed arranged by the Selection Committee, Proposals will be opened and evaluated according to the Comparative Evaluation Criteria outlined in this document. Because this is not a bid, the opening and evaluation process is not public, per M.G.L. Chapter 30B.

EVALUATION & SELECTION

RULE FOR AWARD

Any contract that results from the Request for Proposals will be awarded to the responsive and responsible firm who offers the most advantageous proposal to the Town of Reading.

TERMS & CONDITIONS

TERM OF CONTRACT

Shall be a period of one year from contract execution, unless extended based on mutual written agreement of the parties.

ASSIGNMENTS AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the Town of Reading.

PAYMENT

The Town shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference 23-20 as the contract number.

INSURANCE REQUIREMENTS

The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the Town.

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

General Liability:

At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit

Automobile Liability:

At least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance: Per M.G.L. c. 152 as amended.

Property Coverage: for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

INDEMNIFICATION

The consultant shall indemnify, defend and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the consultant, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The existence of insurance shall in no way limit the scope of this indemnification.

FEDERAL AND STATE LAW

The selected consultant shall comply with all applicable Federal, State and Local laws and ordinances.

**TOWN OF READING
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, union, committee, club, or other organization, entity, business, group of individuals or legal entity.

(Signature of Person Signing)

(Printed Name of Person Signing)

(Name of business)

Date

**TOWN OF READING
TAX COMPLIANCE CERTIFICATE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Printed name of person signing

Signature of person signing

Name of business

*Social Security Number or Federal
Identification Number

Date

*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.

QUALIFICATION AND REFERENCE STATEMENT
(Fill Out Completely)

The undersigned offers the following information as evidence of his qualifications to perform the work as proposed upon according to all requirements in this RFP:

1. Have been in business under present business name and organization structure for _____ years.
2. Ever been terminated or otherwise failed to complete any work awarded? _____. If "yes", describe circumstances on separate sheet. Include names of client(s).
3. List below the required information for three recent contracts (within the last five years) on which you served as a consultant for work similar to that required by this contract.

A. Project: _____

Contract Amount: _____

Date Completed: _____

Town/Owner: _____

Contact Name: _____

Contact Telephone Number: _____

B. Project: _____

Contract Amount: _____

Date Completed: _____

Town/Owner: _____

Contact Name: _____

Contact Telephone Number: _____

C. Project: _____

Contract Amount: _____

Date Completed: _____

Town/Owner: _____

Contact Name: _____

Contact Telephone Number: _____

D. Project: _____

Contract Amount: _____

Date Completed: _____

Town/Owner: _____

Contact Name: _____

Contact Telephone Number: _____

E. Project: _____

Contract Amount: _____

Date Completed: _____

Town/Owner: _____

Contact Name: _____

Contact Telephone Number: _____

DATE: _____

EXACT NAME OF FIRM: _____

BY (signature): _____

NAME (printed): _____

TITLE: _____

BUSINESS ADDRESS: _____

CITY, STATE AND ZIP: _____

TELEPHONE (AREA CODE): _____

Please note: We may do a thorough investigation into references beyond references given.

SAMPLE DO NOT RETURN

CONTRACT FOR SERVICES

TOWN: Town of Reading

VENDOR:

PROJECT: COMMUNITY DIVERSITY, EQUITY & INCLUSION AUDIT

DATE: January , 2023

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the Price Proposal attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
 Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:

**MINIMUM
INSURANCE LIMITS**

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

General Liability:

At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit

Automobile Liability:

At least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance: Per M.G.L. c. 152 as amended.

Property Coverage: for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN:

VENDOR:

By: Fidel Maltez

By:

Title: Town Manager _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. Upset Limit. **If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor**

on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the Town, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the Town at such time as the Estimated Amount has been reached. The Town shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the Town and the Vendor shall immediately deliver or otherwise make available such Materials to the Town.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.

- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance following the same form as the Contractor's underlying General Liability, Automobile Liability and Employer's Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

At the request of the Town, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the

time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.

- d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.
- g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.
- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B

SCOPE OF SERVICES

Exhibit C

PRICING PROPOSAL