

City of Melrose, Massachusetts



Request for Proposals

Organizational Equity Assessment and DEI Training Series

January 24, 2023

PROPOSALS DUE:

Friday, February 24, 2023 at 12:00 PM

*Late proposals will be rejected

****Please see ADDENDUM at the end of the RFP**

City of Melrose
562 Main Street
Melrose, MA 02176

CITY OF MELROSE
REQUEST FOR PROPOSALS
Organizational Equity Assessment and DEI Training Series

Responses Due: February 24, 2023 at 12:00 PM
Late responses will be rejected

Deliver Complete Responses To: City of Melrose
City Clerk's Office
562 Main Street
Melrose, MA 02176

For Further Information Please Contact: Polina Latta, 781-979-4146
platta@CityofMelrose.org

➤ Price proposal shall be sealed in an envelope marked:
Proposal Envelope 1A – Price Proposal **Equity Assessment** for the City of Melrose,
Proposer's Name _____

Proposal Envelope 2A – Price Proposal **DEI Training Series** for the City of Melrose,
Proposer's Name _____

➤ Technical proposal shall be submitted separately, sealed in an envelope marked:
Proposal Envelope 1B– Technical Proposal **Equity Assessment** for the City of Melrose,
Proposer's Name _____

Proposal Envelope 2B – Technical Proposal **DEI Training Series** for the City of Melrose,
Proposer's Name _____

➤ In addition to the submitted hardcopies, the technical proposal and price proposals shall be submitted electronically on a flash drive as two (2) independent documents.

Anticipated Date of Contract Award: **March 13, 2023**

Purpose

The City of Melrose is seeking to advance its Diversity, Equity and Inclusion (DEI) efforts and retain the services of a professional Consultant to complete a comprehensive Organizational Equity Assessment and

design and conduct series of trainings to reinforce the DEI goals of the City and set the foundation for building a more diverse and inclusive organization for employees and the community in which we serve.

The City is looking to better understand how our current system-wide policies and practices, including programs, benefits, outreach and communications efforts, impact our staff, residents, and other community stakeholders. In order to ensure that employees and community stakeholders are provided with equitable treatment and opportunities we must first identify our blind spots and shortcomings that may perpetuate institutional bias and systematic disparity for certain groups and then develop solutions to address them. By fully understanding these challenges, we seek to identify and implement best practices, determine short- and long-term goals, and align our resources to become a more equitable and inclusive employer and to foster a community that supports the success of all stakeholders. Through training our employees, we seek to build awareness and skills, create a common language and understanding of key definitions, and strengthen the City's investment in DEI work.

The City solicits proposals from qualified firms to perform an Equity Assessment and DEI Training Series in accordance with M.G.L. Ch. 30B. Proposals must be received no later than 12pm, on February 24, 2023. **Consultants are required to submit separate proposals for the Equity Assessment and DEI Training series. Proposals for Equity Assessment should be submitted and will be evaluated and considered separately from the Training Series.**

The RFP process will enable the City to provide higher ratings to consultants whose key project personnel have extensive experience providing similar services to other cities and towns.

The Equity Assessment and DEI Training Series will commence upon award and shall be completed, to the extent feasible, no later than 12 months from the commencement date.

Project Background

The City of Melrose is a small city located approximately seven miles north of Boston with a geographic area of 4.76 square miles and a population of approximately 29,000 residents. Since its settlement in the middle of the 18th century, Melrose has offered its residents a desirable compromise between the crowded metropolis of Boston and the frontier of rural exurbia. The City of Melrose has approximately 400 employees across 22 departments and divisions. The City considers its employees its most valuable assets and the City's overriding goal it to move closer to our motto "Melrose: One community open to all".

As an employer, the City recognizes the unique journey each individual is on, and through hiring diverse talent aims to enhance its cultural lens and consciousness. Through our employment policies and practices, the City strives to create an environment where employees of diverse backgrounds can succeed and thrive.

Through our programs, initiatives, and volunteer opportunities, the City strives to provide residents with first rate municipal services and to ensure Melrose is a welcoming place for people of all backgrounds to live, work, own a business, study, or visit.

While Melrose has already taken some steps in the right direction, we are aware that our institutional and employment practices may nonetheless contribute to inequitable systems. Actions to-date include:

- In March 2021, the Mayor of Melrose created the first Diversity, Equity, Inclusion (DEI) and Anti-Racism Task Force. The role of this 11-member group is to advise the Mayor on DEI initiatives, to help maintain focus on DEI concerns, and to work with the City government to advance these efforts. Separately, the City has had a Human Rights Commission for nearly 30 years as well as a Women’s Commission and Commission on Disability working to expand inclusiveness in the City.
- In 2021, Melrose contracted with VISIONS Inc., a DEI consulting firm, to better understand the racial climate in Melrose. While the VISIONS, Inc. study was comprehensive, it was community focused and did not delve deeply into internal policies and procedures of the City of Melrose as an employer. The study findings and recommendations made clear the need for an equity assessment as well as sustainable training to propel and reinforce skill building around baseline DEI competency.
- In FY22 the City of Melrose Human Resources Department (HR) implemented best DEI practices in hiring and developed a diverse recruiting strategy, resulting in 25% of new hires (benefit eligible) who identify as “Other than Caucasian”. Other efforts taken by HR to communicate the value of inclusivity and diversity and avoid bias and barriers, targeted reviewing and updating the job descriptions, offering staff trainings on anti-discrimination, anti-harassment, and bias, recognizing that staff of diverse background are more likely to join and stay employed if they receive appropriate support and their experiences are understood and valued, and seeking to become more effective in providing the resources needed to attract and retain these employees. As part of those efforts, in 2022, the City hired a professional firm, HRS Inc., to conduct a compensation and classifications study to create a modern compensation infrastructure for non-union employees that ensures pay equity and compliance. The results of the study are waiting to be implemented.

The City recognizes that further examination of our organizational practices, employment policies, benefit programs, and communications is required to ensure that the established system is not unintentionally contributing to inequities, creating barriers, or overlooking the needs of certain groups of employees, residents, or community members.

Project Goals

The City's goal is to become more inclusive as an employer and to ensure that all members of our community have equitable access to services and opportunities to participate in the civic process.

In order to create sustainable change and ensure that our policies and programs effectively serve and support diverse stakeholders, our decisions and behaviors need to be built on equitable policies and practices embedded in our daily work.

Scope of Work

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 may include in the proposal any tasks or alternatives and services deemed necessary to satisfactorily complete the project.

Equity Assessment

The Consultant will conduct a comprehensive study of City Melrose (excluding Melrose Public Schools) employment policies, procedures, benefit programs, organizational practices, and system-wide communication methods, which may directly or indirectly contribute to different experiences for staff and residents due to their identity. The equity assessment will focus on diversity of their race, ethnicity, gender, disability, age, sexual orientation, gender identity, religion, nation origin, or other socio-culturally factors, etc.

The consultant will provide data-driven findings and practical recommendations in a strategic plan to update employment policies and operationalize the proposed changes in order to advance equity and inclusion within the City as an employer.

Making use of the VISIONS, Inc. racial climate assessment data, results, and recommendations, and reviewing any available demographic data in relation to our workforce and community we serve, the Consultant may suggest additional data that could be collected to inform City practices moving forward.

The consultant will evaluate and make recommendations for the City's community engagement strategies to increase equity and inclusion through all modes of communication.

DEI Training Series

The consultant will create and deliver interactive and implementation-focused DEI training series for City employees and leadership that reinforces existing initiatives, bridges gaps identified by the equity assessment, and develops practical skills, common language, and deeper understanding to advance our staff's cultural competency.

The Consultant shall provide framework and a comprehensive strategy that will allow the City to integrate the findings, recommendations, and DEI trainings to address the existing gap in inequities and differential experiences and improve the outcomes for all employees, residents and community members so that they can fully and successfully participate in the workforce and City government.

Key Tasks

1. **Provide an evaluation of existing employment policies, practices, benefit programs and HR communications.** Identify strengths and weaknesses, blind spots, and opportunities in the areas of recruiting, retention, employee support, performance management and promotions. Propose changes and strategy to align policies with the DEI values and create an organizational system built on fair, inclusive and equitable policies and practices.
2. **Assess department-specific policies, practices, and programs** as they apply to the staff in the department and the customers they serve. Identify areas for actionable change to promote a culture of inclusivity, equality and belonging.
3. **Evaluate City's outreach and communication methods** to ensure that they reach marginalized residents, effectively connect them to services, meet their needs and provide direct and easy access to information, knowledge and participation in municipal government.
4. **Create and conduct interactive and sustainable DEI training series for City staff** to lay the foundation of a common understanding and develop skill building around DEI work at all levels of the organization.

Specific Objectives

Employment Policies, Practices and Programs

- Review of Melrose's employment policies and practices related to how the City recruits, hires, supports, manages performance and promotes employees of diverse backgrounds. Provide recommendations on best practices for advertising, recruiting, hiring, performance management and promotion to ensure we are able to attract and retain diverse talent and all staff have equal opportunities to succeed.
- Review benefits and programs that Melrose offers to our employees that may inadvertently have differential impact for certain groups and provide recommendation of appropriate changes.
- Review internal communication methods, documents, website that we use to share information with staff on employment policies, benefits, programs and determine barriers of access or areas of inequities. Provide recommendations to ensure information is equitably accessible.

Department Specific Practices, Procedures and Programs

- Review department specific policies, procedures, communication methods with a DEI lens (i.e. procurement practices, provision of services reaching and benefiting all residents).
- Make recommendations for department-specific practices and procedures that support an equitable and inclusive environment.

City Specific Policies, Practices and Procedures

- Review City policies, practices and procedures, including current strategies and practices, and core documents within the municipality that directly impact equitable access to City services and programs, thus promoting equity or creating inequity.
 - Identify areas for improvements and changes based on best practices that are culturally responsive, equitable, and inclusive.

- Provide an evaluation of Melrose’s community outreach and engagement practices and efforts.
 - Identity strengths, challenges, limitations, effectiveness, and recommendations for improvement and an outreach plan (i.e. diversifying boards and commissions etc.)
- Provide evaluation of current external communication methods and platforms and determine if they are effective and reach out to diverse audience, providing for two-way communication.
 - Provide a strategic plan to enhance engagement of marginalized groups.
 - Present communications strategies and specific recommendations for improving language access and translation services, physical access and knowledge access.
 - Provide a current cost estimate for improvements to communications services, and language/ translation services.

DEI Training Series

- Design and conduct interactive training series for employees that can sustain a lasting shift in culture. Trainings should build on each other and allow for employees to recognize, respect and value the differences that lead to innovative approaches and diverse thought and develop skills to address problems and challenging situations with a multicultural lens. Topics shall include, but are not limited to, the following:
 - **DEI Foundations:** building a common language, understanding and appreciation of diversity, equity, and inclusion, developing commitment to actionable DEI practices for lasting organizational change.
 - **Multicultural Approach:** expand staff’s ability to better serve and meet the needs of people of diverse backgrounds, training leadership and staff to incorporate a multicultural lens in daily work activities to better connect marginalized residents with services, build trust and reinforce community network.
 - **Inclusive Leadership:** recognizing that cultural change comes from the top, provide inclusive leadership training to coach managers on practical steps to promote awareness and value of diverse perspectives, including setting and implementing actionable goals for inclusivity and equity in the departments and monitoring progress of those goals.
 - **Unconscious Bias and Microaggressions:** deepen understanding of the nature and impact of unconscious bias and microaggressions in daily work interactions; train staff on how to foster an environment of inclusivity and belonging and build greater awareness of intent vs. impact.
 - **Courageous Conversations:** train managers and staff on how to engage in conversations around DEI issues, how to diffuse fear and anxiety to be able to address barriers and challenges and allow for the creation of a space that promotes growth, understanding and well-being.

Other Suggested Items

- Based on the Project Goals, Tasks and Objectives listed above, the consultant may propose additional items if they feel the full scope has not been captured.

Requirements and Deliverables:

Equity Assessment

- The Consultant will be required to coordinate and facilitate meetings with all stakeholders, both virtually and in person, providing all relevant presentation materials.

- The Consultant will be required to make a minimum of two (2) public presentations to discuss the recommendations and final report. These presentations will take place in person at Melrose City Hall or at another suitable City facility and may occur outside of regular business hours.
- The Consultant will be required to provide interim progress reports on a mutually agreeable basis.
- The Consultant will provide a final comprehensive written report detailing its process, key themes, and analysis of the gaps and disconnects between the current and future/desired state of the organization. The report will include recommendations for incorporating inclusive policies and practices into all function areas of the City, and a strategic plan for how to implement the recommendations.
- The Consultant will provide each part of the written deliverables in electronic format 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 City of Melrose.
- The Consultant will made themselves available for consultations to guide and assist staff with initial implementation of the equity strategic plan for a period of 6 months.

DEI Training Series

- The Consultant will deliver a DEI training series for employees of no fewer than five (5) live trainings and five (5) remote training sessions with a recording later accessible to the City that meet the needs of the workforce and aligns with the DEI strategy of the City as outlined above.
- The consultant shall be responsible for providing all necessary training materials in electronic format to Melrose HR available to be used in the future for training new employees, boards and commissions, committees. All materials will become the property of the City of Melrose.

Project Timeline

The City of Melrose will solicit bids from consultants/organizations beginning **January 24, 2023**. Director of Human Resources and DEI Team will review the proposals and evaluate selected consultants. The RFP process will enable the city to provide higher ratings to consultants whose key project personnel have extensive experience providing similar services to other cities and towns. The work of the Equity Assessment is scheduled to begin in **March 2023**.

Proposal Submission Requirements

Interested qualified consultants/organizations must submit **separate responses for Equity Assessment and DEI Trainings** addressing the objectives, scope, key tasks and schedule described in this RFP. Responses must include, at a minimum, the following:

Project Cost

- Please identify the cost for each task in the Scope of Work.
 - Includes 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.
- Final detailed summary of costs, broken down by task, by staff person, components, optional work, taxes, etc.
- Acknowledge meeting insurance requirements set forth in accompanying professional services Contract.

Approach and Timeline

- A work plan describing strategies, roles, responsibilities and methodologies of how the Scope of Work items will be completed.
- Detailed description of the deliverables and outcomes.
- Timeline for all plans.
 - Detailed timeframe for completion of the project
 - Timeframe will be part of the contractual Contract.

Experience

- Provide documentation of experience providing requested services. Examples include audits or assessments that are relevant to diversity, racial equity, inclusion, belonging, culture.
- Showcase experience in the municipal sector, if applicable. Preference will be given to respondents who have developed plans for other municipalities.
- Brief biographies, professional training summaries of the proposed team members.
- Sample list of past and current municipal clients.
- At least three (3) business references, including contact information: names, addresses, and phone numbers plus a description of the type of work you performed for them.

Communication

- Please provide as detailed as possible, a written summary identifying the types of information, data, and assistance expected from the City of Melrose in order to complete this project.
- Collaboratively work with the HR Director and other members of the administration and DEI Team, throughout the process and keep them informed about what is occurring at each stage.
- Complete a written summary of findings, make recommendations and suggestions, and include a strategic plan for publication.

Project Schedule

- The project is expected to start in March 2023, and a reasonable timeline to complete the project should be prepared.
- The project shall have a desired completion date of no later than 12 months from the written Notice to Proceed, given by the City of Melrose.

Qualifications

The proposing consultant/organization must meet the following requirements:

- The team must have at least four (4) years of experience in conducting organizational equity assessments that involve engagement and policy, practice and procedural reviews.
- Team members working on this project must be available for meetings, during daytime or evenings, with the City, as required.
- Team must have previous experience with similar projects, including work in the public sector, non-profit sector or with a school district.
- The volume of the proposer's current projects and projected workload must not adversely affect its ability to immediately initiate work and to follow through with the project in a timely and professional manner. The consultant and all team members must be capable of devoting a significant amount of time to this project in order to complete the work within the schedule outlined in this RFP.

Comparative Evaluation Criteria

The Consultants will be evaluated separately on the Equity Assessment and DEI Training Series proposals.

The City will award the contract to the consultant/organization offering the most advantageous response to this RFP, taking into consideration all evaluation criteria. The selection process will include an evaluation procedure based on the criteria identified below.

1. Proposer's depth of experience with similar projects, and prior experience working with public contracts, equity audits, climate assessments, DEI Trainings Series, strategic plans and best practices in diversity, equity and inclusion.

Highly Advantageous (15 points): The Proposer has four (4) or more years of experience in conducting successful equity audits/ designing and delivering DEI Trainings, within the public sector, educational institutions, or other non-profit organizations, and during the past four (4) years has concluded at least three (3) successful equity assessments/ designed and delivered at least three (3) DEI training series in the public sector, educational institutions or other non-profit organizations, one (1) of which must have been for a client/community of similar size and demographics as Melrose.

Advantageous (7 points): The Proposer has at least three (3) years of experience in successful equity assessments/ designing and delivering DEI Trainings, and has concluded at least two (2) successful equity assessments/ designed and delivered at least two (2) successful DEI Trainings, with clients in the public sector.

Not Advantageous (2 points): The Proposer has fewer than three (3) years of experience, but more than one (1) year consulting on projects of similar size and scope. The proposer can demonstrate the completion of one (1) successful equity audit/ designed and delivered at least one (1) DEI training series with a similar sized client.

Unacceptable (0 points): The Proposer has fewer than two (2) years of experience in equity audits/ designing and delivering DEI training series and consulting on projects of similar size and scope to this project. The Proposer has not concluded any successful equity audit/ DEI training series and cannot demonstrate successful completion of similar projects.

2. Evaluation of the proposed plan, approach to the project is desirable, and demonstrates understanding of all project components and outreach needs.

Highly Advantageous (15 points): The proposal contains a clear, creative and comprehensive plan that addresses all the components in the Scope of Work, including Project Goals, Key Tasks and Specific Objectives, as stated in the RFP.

Advantageous (7 points): The proposal contains a clear plan that addresses most of the components in the Scope of Work, including Project Goals, Key Tasks and Specific Objectives, as stated in the RFP.

Not Advantageous (2 points): The proposal does not contain a clear plan to address many of the

components stated in the Scope of Work and RFP.

Unacceptable (0 points): The proposal does not contain any plan to address the components in the Scope of Work, including Project Goals, Key Tasks and Specific Objectives, as stated in the RFP.

3. Credibility and strength of client references. The Proposer shall demonstrate prior client satisfaction with working relationship, project management capabilities, and technical expertise in developing similar projects.

Highly Advantageous (15 points): More than three clients who consider your services satisfactory or better.

Advantageous (7 points): Three clients who consider your services satisfactory or better.

Not Advantageous (2 points): Three or more clients not all of whom consider your services satisfactory or better.

Unacceptable (0 points): Fewer than three clients who consider your services satisfactory or better, or three or more clients who consider your services unsatisfactory.

4. Proposer demonstrates ability to meet project budget and schedule.

Highly Advantageous (15 points): All of the Proposer's references indicate that the projects were completed within the proposed budget and on schedule, or with minimal to insignificant delays.

Advantageous (7 points): One of the Proposer's references indicates that the project was not completed within the proposed budget attributable to the Proposer or with substantial delays attributable to the Proposer, and no current project or project completed in the last three years experienced substantial delays.

Not Advantageous (2 points): Two of the Proposer's references indicate that the project was not completed within budget attributable to the Proposer or was completed with substantial delays attributable to the Proposer, and no current project or project completed in the last year experienced substantial delays attributable to the Proposer.

Unacceptable (0 points): More than two of the Proposer's references indicate that the project was not completed within budget attributable to the Proposer or was completed with substantial delays attributable to the Proposer.

AGREEMENT

The following provisions shall constitute an Agreement between the City of Melrose, acting by and through its Mayor, hereinafter referred to as "City", and _____, hereinafter referred to as "Contractor", effective as of the _____ day of __, _____. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES:

The Contractor shall perform all work, furnish all equipment, labor, supplies, permits and materials necessary to complete the services as detailed within the Request for Proposals (RFP) and proposal submitted by Contractor, as amended or revised by City, attached hereto.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall commence work and complete work under this Agreement as outlined in the Request for Proposals (RFP) and submitted by the Contractor, as amended or revised by the City, attached hereto.

ARTICLE 3: COMPENSATION:

The City shall pay the contractor for the performance of the work outlined in Article 1. This fee shall be inclusive of all reimbursable and out-of-pocket expenses.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract between the parties and all are as fully a part of the Contract as if attached to this Contract or repeated herein:

1. This Agreement.
2. Amendments, change orders, or other changes mutually agreed upon between the parties.
3. The Invitation to Bid/Request for Proposals.
4. The Contractor's Bid/Proposal

In the event of conflicting provisions, those provisions most favorable to the City shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The City may suspend or terminate this Contract by providing the Contractor with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract.
2. Violation or breach, material or otherwise, of any of the provisions of this Contract by the Contractor.

3. A determination by the City, acting through any of its department heads, that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
4. Lack of appropriation for funding.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the City's officers, agents, and all employees from and against any and all claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the City, from and against any and all damages, expenses, losses, or claims arising from or in connection with any of the work performed or to be performed under this Contract whether such losses are incurred by parties to this contract, Contractor's agents and sub-contractors, or other third-parties. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

ARTICLE 7: INSURANCE:

The Contractor shall comply with all insurance requirements set out in the Contract Documents. The Contractor shall deliver to the City new certificates of insurance at least ten (10) days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Contractor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Contractor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

ARTICLE 8: AVAILABILITY OF FUNDS:

The compensation provided by this Contract is conditioned upon and subject to the availability and appropriation of funds by the City in its sole and unfettered discretion.

ARTICLE 9: RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees, or agents of the City. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security and worker' compensation.

Neither the Contractor nor the employees of the Contractor are covered by workers' compensation benefits of the City. The Contractor shall comply with workers' compensation law and if it has employees, provide the City with a Certificate of Workers' Compensation Insurance upon execution of this Contract.

ARTICLE 10: NON-COLLUSION

This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The Contractor certifies under penalties of

perjury that this 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.

ARTICLE 11: NOTICE

Any notice required to be given to the Contractor under the terms of this Contract shall be in writing and sent by electronic mail and registered or certified mail, postage prepaid, return receipt requested, (unless the parties to this Contract agree in writing that e-mail is sufficient service of said notice)

to :

email address

Print Name

Title

Address

,or such address as the Contractor from time to time may have designated by written notice to the City.

Any notice required to be given to the City by the Contractor under the terms of this Contract shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: platta@cityofmelrose.org, Polina Latta Director of Human Resources City of Melrose, 562 Main Street Melrose, MA 02176 or such other address as the City from time to time may have designated by written notice to the Contractor.

ARTICLE 12: TAX AND CONTRIBUTIONS COMPLIANCE

The Contractor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Contractor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the Contractor and the Contractor name as recognized by the IRS do not match their records, the Contractor is responsible for all penalties.

ARTICLE 13: MUNICIPAL TAXES, CHARGES AND LIENS

The Contractor certifies that it has paid all accounts receivable owed to the City of Melrose, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Melrose. Pursuant to MGL c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been fully paid, and the Collector/Treasurer may apply any amount owing and payable to the

Contractor to satisfy any monies owed to the City.

ARTICLE 14: CONFLICT OF INTEREST

The Contractor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Contractor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Contractor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Contractor has knowledge or learns of during the Contract term.

ARTICLE 15: LICENSES AND PERMITS

The Contractor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Contractor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Contractor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

ARTICLE 16: RECORDKEEPING, AUDIT, AND INSPECTION OF REPORTS

All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, and the Commonwealth of Massachusetts Municipal record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Contractor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

ARTICLE 17: DEBARMENT OR SUSPENSION

The Contractor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE 18: APPLICABLE LAW:

The Contractor agrees to comply with all applicable laws, regulations, or orders of the Commonwealth of Massachusetts relating to the completion of this Contract. Such laws, regulations, or ordinances may include, but are not limited to non-discrimination laws; prevailing wage laws; the protection of work, property, persons and employees.

ARTICLE 19: ASSIGNMENT:

The Contractor shall not make any assignment of this Contract without the prior written approval of the City.

ARTICLE 20: ASSIGNMENT OF PERSONNEL

The Contractor shall not substitute any personnel for those specifically names in its proposal unless personnel with substantially equal or better qualification and experience are provided, acceptable to the City, as evidenced in writing.

ARTICLE 21: AMENDMENTS:

All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the City and Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments and change orders shall be approved by the City Auditor prior to execution by the authority of the awarding authority. No amendment, change order, or change to the contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Contract shall be in accordance with M.G.L. c.30B, if applicable.

ARTICLE 22: COMPLETE AGREEMENT

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

****SIGNATURE PAGE****

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

CONTRACTOR:

CITY OF MELROSE:

Title

Title

CITY AUDITOR

/ _ / _ / 2023

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors on the following date, it was voted that

_____ (Name of Corporation) _____ (Date)

that:

_____ (Name) _____ (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such _____ under seal of

(Officer)

be valid and binding upon this company.

A True Copy,

ATTEST: _____

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

I hereby certify that I am the clerk of the _____ that _____ is duly elected _____ of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this 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.

(Signature of individual submitting bid or proposal)

(Name of Business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the General Laws, Section 49A(b), I

_____, authorized signatory for

_____ (name of contractor) do hereby certify

under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

CONTRACTOR

By: _____

(Signature of Authorized Representative)

Title: _____

Date: _____

**CITY OF MELROSE
REQUEST FOR PROPOSAL (RFP ADDENDUM)**

Addendum No.: 1:

Date of Addendum: January 23, 2023

Due Date/Time for Proposals: February 24, 2023 at 12:00 PM

Title of RFP: Organizational Equity Assessment and DEI Training Series

SCOPE OF ADDENDUM

This Addendum responds to questions submitted and inserts new language into one portion of the RFP based on questions received. Insertions made to pre-existing language in the RFP referenced above are underlined below. This Addendum shall become part of the RFP.

QUESTION #1: What is the total approved budget for this RFP?

ANSWER #1: **The total approved budget for this RFP is \$85,000.**

QUESTION #2: Are the forms on pages 18-20 meant to be part of the technical proposals that we submit?

ANSWER #2: **Yes.**

QUESTION #3: How many total members of staff and management team are there?

ANSWER # 3: **The City of Melrose has on average 270 regular employees (not counting seasonal/hourly, non-benefit eligible employees). Around 50* of these 270 employee are department heads, managers, supervisors (**this is a rough estimate including Police, Fire, DPW supervisors in these numbers*)**

RFP REVISION

INSERT A NEW SECTION AFTER SECTION ENTITLED SCOPE OF WORK, BEFORE THE SECTION ENTITLED KEY TASKS AS FOLLOWS:

INSURANCE REQUIREMENTS

Professional Liability Insurance: shall be purchased and maintained by the Consultant in the amount of \$1,000,000 during the term of this Agreement.

Commercial General Liability Insurance: shall be purchased and maintained by the Consultant to include Bodily Injury and Property Damage Liability, Independent Contractors

Liability, Contractual Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.

Workers' Compensation: Statutory Limits are required.

The Consultant shall deposit with the City Certificates of Insurance for such coverage in form and substance satisfactory to the City and shall deliver to the City new policies or certificates thereof for any insurance about to expire at least ten (10) days before such expiration.

The City must be named as an additional insured on the Consultant's general liability insurance policy, and shall provide a 30-day notice of cancellation or non-renewal of such coverage to the City. The City does not need to be named as an additional insured on the workers' compensation or professional liability policies.

Coverages and limits are to be considered as minimum requirements and in no way limit the liability or indemnification requirements of the Consultant.

All policies shall evidence insurance written by carriers authorized to conduct business in the Commonwealth of Massachusetts and rated at least "A" in A.M. Best's Key Rating Guide.

END OF ADDENDUM #1

*****All proposers must acknowledge in writing their receipt of this written addenda from the City.***

Failure to acknowledge receipt of this addendum could result in rejection of your bid**