

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE EXECUTIVE OFFICE

REQUEST FOR PROPOSALS:

City Seal Redesign

RFP #24-23

Submittal Due Date: November 16, 2023, 10:00 a.m.

October 2023

Ruthanne Fuller, Mayor

CITY OF NEWTON, MASSACHUSETTS
REQUEST FOR PROPOSALS #24-23
CITY SEAL REDESIGN

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END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #24-23**

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

CITY OF NEWTON SEAL REDESIGN

Proposals will be received until: **10:00 a.m., Thursday, November 16, 2023 in the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, Massachusetts 02459.**

Proposers shall submit two separate sealed proposals, (i) one containing everything responsive to this RFP except for the proposer's price (Technical Proposal) and (ii) a Price Proposal. There is no specific form for the Technical Proposal, although it should be responsive to all information requested in the RFP. Immediately following the deadline for proposals, all Technical Proposals received within the time specified will be privately opened and the City shall post a notice of all proposers submitting proposals.

Contract Documents will be available on the City's website: www.newtonma.gov/bids after: **10:00 a.m., on October 19, 2023.** Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids.

Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and bid # (i.e., 24-23) they have downloaded.

The term of the contract shall extend for 12 months from **the date of execution.**

The specific services solicited in this RFP are described in the Scope of Service pp. 8-9 and Contract Requirements at pp. 26-30 below.

Proposers' attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's website. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

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

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
October 19, 2023

REQUEST FOR PROPOSALS

CITY SEAL REDESIGN

PART I. INTRODUCTION

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

The City’s evaluation committee shall review, evaluate and rate each proposer’s technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous based on the technical and price proposals.

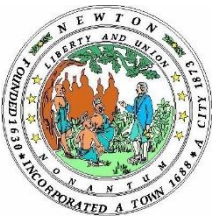
PART II. OBJECTIVES

The Commonwealth has specific requirements for Town and City Seals. They can be found in M.G.L. c.40, §47:

Each town shall have a seal, established at a town meeting, to be kept by the town clerk. Papers or documents issued from any office or board of the town may be attested therewith. Cities which had an authorized seal in use on May tenth, eighteen hundred and ninety-nine, may continue to use such seal until changed by ordinance, and other cities shall by ordinance establish a seal of the city and designate the custodian thereof.

In the fall of 2020, Mayor Ruthanne Fuller convened an Ad Hoc City Seal Working Group (Working Group) to examine Newton’s City Seal. She sought recommendations from the Working Group about whether the image depicted is still relevant and meaningful and whether there were graphics and/or words that would better portray the values, identity, and spirit of Newton.

The Working Group solicited input through community meetings and email. While they heard from those who want to preserve the original 150-year-old design, the overwhelming majority favored moving forward with a new design. Numerous respondents found the seal’s scene, which depicts an English Puritan preaching to Native people the error of their ways, to no longer be in keeping with how Newtonians see themselves or want the world to see them today. In keeping with others, Maria Turner (Natick Nipmuc) wrote, “*I feel that it is important [that the seal] ...does not make a group of people feel less than when they look at it.*” The Working Group agreed.



CURRENT SEAL

When Newton became a city in 1874, “it retained, with appropriate additions to the inscriptions, the seal which had first appeared on the Annual Report of the town’s officers in 1865.” (Mirror of Newton, 1907). Indeed, March 1865 minutes indicate that the Selectmen “voted that the design presented be adopted for Town Seal.”

The current seal remains unchanged since at least 1874 (perhaps 1865). The seal depicts the English missionary John Eliot proselytizing a group of Native people under an oak tree, exhorting them to convert to Christianity and adopt English customs. Beneath it is the word “Nonantum”; above are the words “Liberty and Union.” An outer ring displays the years of Newton’s founding, its incorporation as a town, and its incorporation as a city.

The Working Group is recommending an update to the current City Seal. The full report and a summary can be found at <https://www.newtonma.gov/government/mayor-fuller/special-projects-and-initiatives/city-seal-working-group>.

The Working Group made recommendations for what elements of the current seal to keep, to change and to add. They recommended that the Newton City Seal:

- **Retain** the circular shape, for its official and traditional feel
- **Retain** much of the content of the outer rings, as a link to previous iterations of the seal.
- **Consolidate** the City’s founding dates to read “Founded in 1630 on Massachusetts land.” The Group feels that the years 1688 and 1873 are optional.
- **Replace** the scene of John Eliot evangelizing Waban and other Indigenous people with a more suitable image. In its summary of its recommendations, the Working Group wrote, “Pictured is a Colonial authority telling a people that their ways of living and worshiping are wrong. Certainly, most Newtonians would not want a symbol of cultural arrogance to represent their City made up of many faiths and cultures.”
- **Remove** the word “Nonantum,” chosen by John Eliot for the short-lived (five years) settlement of Native Christians, in part because it is easily confused with Newton’s village of Nonantum which is at another, entirely different location.
- **Retain or omit** the words “Liberty and Union,” depending on context of the final design.

In addition, the Working Group recommends that the overall design be simplified to allow for accurate reproduction in many formats (on letterhead, clothing, walls, vehicles, documents, trash cans, etc.).

PART III. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The City of Newton is seeking a creative and well qualified freelance graphic designer, design firm, or agency (Designer) to create a strong graphic seal. The City of Newton is seeking the creation of a new City Seal that captures the values and mission of the City. The new City Seal should have a long-life cycle.

This seal will be utilized in many ways, including but not limited to:

- Official documents
- Letterhead, business cards, brochures, banners, and other print and sign materials as needed.
- City material/collateral such as cars, trash cans, mugs, water bottles, and department clothing.
- Marketing, including but not limited to social media.

The Designer will be required to conduct a kick-off meeting with the City Seal Team (CST) to confirm goals and creative direction. Throughout the process, the Designer should be available to hold in-person interviews and focus groups with various constituents throughout the City.

The Designer will be working directly with the CST throughout the design process. The CST is a subset of individuals from the original Working Group, a representative from the City Council and a City employee, who oversees the Urban Design for the City and has a design background. A member(s) of the CST will be present at all meetings.

- RFP release date: Thursday, October 19, 2023 at 10:00 a.m.
- All questions due: By Friday, November 3, 2023 at noon
- Proposals due: Thursday, November 16, 2023 at 10:00 a.m.
- Final project due 12 months from contract execution

City and Community Engagement

- During this project, Designer should plan on 5-7 (minimum) in person or virtual work sessions with the City Seal Team.
- Designer should include 2-3 (minimum) meetings in person or virtual with the City Council (evening).
- Designer should include 3 (minimum) virtual public forums (evening).

PROJECT SCOPE, BUSINESS/TECHNICAL REQUIREMENTS

PART IV. INSTRUCTIONS TO PROPOSERS

A. GENERAL

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later than **10:00 a.m., Thursday, November 16, 2023, 2023.**

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except price and (ii) a Price Proposal. Proposers shall submit one (1) original and one (1) digital copy of the Technical Proposal and one (1) paper copy of the Price Proposal. Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

EMAIL AND FAXED PROPOSALS WILL NOT BE ACCEPTED.

B. SUBMISSION OF PROPOSAL

One (1) original and one (1) digital copy of the TECHNICAL and **one (1) original** of the PRICE PROPOSAL must be submitted in **separate sealed** envelopes, plainly marked:

“TECHNICAL PROPOSAL - RFP #24-23 CITY SEAL REDESIGN

and

“PRICE PROPOSAL - RFP #24-23 CITY SEAL REDESIGN

along with your company’s name on both envelopes.

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

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.

C. QUESTIONS: Inquiries involving procedural or technical matters should be directed **before noon on November 3, 2023, in writing to:**

Purchasing Department
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459
FAX (617) 796-1227
E-mail: purchasing@newtonma.gov

Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company’s: name, address, phone and fax number and include the RFP number (#24-23) you would like to be recorded as taking. It is the proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the City’s Purchasing Department will be posted to the City’s website www.newton.ma.gov/bids.

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

- D. EXAMINATION OF DOCUMENTS:** Each Proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. PROPOSAL ACCEPTANCE.** The City will give notice of the acceptance of the proposal and intention to award a contract by emailing copies of the contract to the winning proposer. Upon receipt of the contract, the successful Proposer shall deliver it, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful Proposer fails to execute the Agreement within such time period, the City may accept another proposal.

The failure of any Proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the Agreement as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each out-of-state Proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

- F. **TECHNICAL PROPOSAL.** The Technical Proposal shall include evidence or documentation that the Proposer satisfies the Minimum Criteria as set forth in Part XI below.
- G. **ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful Technical and Price Proposals submitted shall become incorporated into the final contract documents.
- H. **PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the City.
- I. **PROCUREMENT TIMELINE.**

RFP Released:	Thursday, October 19, 2023
Questions due:	By Friday, November 3, 2023 at 12:00 noon
Addenda w/Answers:	On or before November 13, 2023
Proposal Submittal:	Thursday, November 16, 2023, Thursday, at 10:00 a.m.

- J. **PROPOSAL FORMAT.** All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

PART V. BACKGROUND

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

Newton is in Middlesex County and has a population of approximately 88,900 with 32,600 housing units. Approximately 72% of all households in Newton are families while the population of older adults is continuing to grow. The demographics of Newton are approximately 70% white, 16% Asian, 5% Hispanic or Latino, and 3% Black or African American.

Newton is principally suburban-residential in character. It occupies a land area of 18.3 square miles. Unlike many other communities that are established around a single Main Street or downtown, Newton is comprised of thirteen distinctive villages. Newton has a diversified economic base with approximately 4,700 establishments employing approximately 79,500 people. Commercial uses only occupy 4.1% of the City’s land area.

The current City Seal is in Newton City Ordinance Section 1-8¹. Updating the City Seal requires the City Council to vote to amend this Ordinance. Mayor Fuller requested from the City Council authorization to move forward with the Working Group’s recommendation to update the City Seal. The City Council’s Programs and Services Committee on April 12, 2023 deliberated on this request, unanimously approved it, and referred it to a Committee of the Whole. The City Council on April 18, 2023 then unanimously approved proceeding with the process of updating the City Seal and submitting an RFP for a graphic design professional(s).

Several potential designs for the seal would be created using the Creative Brief (Appendix 1 in the Working Group’s final report) as a general guide. The Creative Brief also includes a vision statement, design objectives and seal applications.

¹ <https://www.newtonma.gov/home/showpublisheddocument/29763/637444165567800000>

Through the design process, Mayor Fuller would like ample opportunity for community input as we refine and improve the design options before the City Council votes, as they have the ultimate authority on approving a final design.

PART VI. SCOPE OF SERVICES

The following documents are requested from all potential applicants:

- Cover letter
- Resume
- Statement of design philosophy
- Samples of branding work/ seal/logo design representative (a minimum of five desired) of the work you will be providing for the City of Newton.
- Written explanation of one logo design sample and/or how you derived design from concept to final design.
- References (minimum of 3)
- Availability constraints (travel plans, etc.)
- Executive summary/vendor profile, documenting qualifications, and experience
- In addition, any material that will add to the persuasiveness of your proposal may be included. However, if the materials do not directly address the stated requirements, please include them in an appendix.

The City will review and consider all material submitted but will concentrate on the material that directly addresses the City's stated needs. Your proposal must be signed and dated by the owner, partner, or corporate officer of the company or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within the proposer's organization.

The Designer will propose a design process and timeline for our consideration.

We request an explanation of the design process and methodology and how it relates to this project.

Design scope to include:

- Original – all designs should be unique and not infringe upon any copyright, intellectual property, or be based upon other existing work.
- Designer to provide three concepts for review by the City Council. All concepts should include the creation of a minimum of three and a maximum of five black & white logo designs for City Council review and selection.
- Community Forum
- City Council chooses one of the three concepts
- Two rounds of refinement on the selected concept with the CST
- Creation of minimum of three and a maximum of five color versions for review.
- Community Forum
- City Council votes on final design
- Upon client sign-off of City Seal, the designer will provide:
 - Vector version – color, black & white, gray scale and reversed (knocked out)
 - Other file formats (color only) – PNG, PDF, EPS, JPG
 - A brief brand guide detailing the motivation of the overall seal design and the significance of the design components, suggestions for usage of the seal graphic (sizing, spacing, proximity, etc.) color usage breakdown (Pantone Spot, CMYK, RGB, Hex), font and typeface usage
- Designer to be available for brand consultation for up to 24 months.
- Designer to assist with initial printing necessities.
- The artwork becomes the property of the City of Newton.

City and Community Engagement:

- During this project, designer should plan on 5-7 (minimum) in person or virtual work sessions with the CST.
- Designer should include 2-3 (minimum) meetings in person or virtual with the City Council (evening).
- Designer should include 3 (minimum) virtual public forums (evening).

PART VII. ADDITIONAL REQUIREMENTS

A. Meetings: Throughout the process it is required that the Designer communicate and meet frequently with the City.

- B. Deliverables: The Designer is expected to provide written recommendations
- C. Expenses: All travel and related expenses associated with this project shall be included in the lump sum price proposal.
- D. Insurance: The successful Designer will indemnify the City at the time of contract execution against any and all losses and damages by the provision of liability insurance, required Worker’s Compensation insurance, and such other coverage as may be required by law.

PART VIII. PERFORMANCE TIMELINE

Work under this RFP is expected to begin the day of contract execution and shall extend for 12 months including final review by the City Council.

Any deviation from this schedule must be clearly stated in the Designer’s response to the proposal, and any delay to start should be negotiated between the parties. The selection process should be completed no later than the end of the month of December 2023 unless the deadline is extended by mutual agreement.

PART IX. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

- A. Technical Proposal: Technical Proposals shall include the following information. No reference to the price of the services to be provided should be included anywhere in the Technical Proposal.
 1. The proposer’s name, address, and telephone number;
 2. Name, telephone number, and email address of designated contact person for this project;
 3. A description of the general skills of the firm, including a description of the consultant’s familiarity with DE&I² and work with municipalities.
 4. Resumes of the principal(s) who will be providing the services under the contract, including the number of hours each principal is expected to devote to this project;
 5. A Plan of Services describing the manner in which the Designer will fulfill the Scope of Services as outlined in Part VI of this RFP and the proposed timetable for project completion.
 6. A list of all projects of similar nature and magnitude performed by the Designer within the last five (5) years, including the client’s name address, telephone number, contact person, and brief project description.
 7. Samples of work, such as a comprehensive work product for another municipality, including a copy of a plans and subsequent recommendations, with appropriate confidentiality.
 8. Completed and Signed Certificate of Non-Collusion attached as Attachment B.
 9. Completed and Signed Certificate of Foreign Corporation (if applicable) attached as Attachment C.
 10. Completed and Signed Certification of Tax Compliance attached as Attachment D.
 11. Completed Qualifications and References Form attached as Attachment E.
 12. Completed and signed Debarment Letter attached as Attachment F.
 13. Completed and signed IRS Form W-9 attached as Attachment G.
 14. Completed and signed Business Category Information Form as Attachment H.
 15. Acknowledgement of all addenda issued pursuant to this RFP.

² Diversity, Equity and Inclusion.

- B.** Price Proposal: Bidders shall submit in a separate, sealed envelope one (1) signed lump sum Price Proposal on the Price Proposal Form found as Attachment I. The rate shall include all costs and expenses (including materials, copying, mileage, etc.) necessary to complete the scope of work.
- C.** Minor Informalities. The City may waive any minor informalities, as defined in M.G.L. c. 30B, §2, in the proposal process, or allow the proposer to correct them. Other minor errors will be clarified consistent with Chapter 30B.
- D.** Non-Responsive Proposals. Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this RFP may be rejected.

PART X. SELECTION AND EVALUATION PROCESS

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the responsibilities set forth in the Scope of Work.

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

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

A proposer submitting a proposal must satisfy all the Minimum Criteria, below.

Proposals that do not demonstrate compliance with the Minimum Criteria set forth in Part XI may be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the four (4) Comparative Criteria in Part XII.

Upon completion of the evaluation of the responsive Technical Proposals, the Price Proposals will be opened, whereupon the City will determine is the most advantageous taking into consideration cost and evaluative criteria.

PART XI. MINIMUM EVALUATION CRITERIA

The RFP Minimum Criteria are as follows:

1. Certificate of Non-Collusion, **Attachment B.**
2. Certificate of Foreign Corporation (if applicable), **Attachment C.**
3. Certification of Tax Compliance, **Attachment D.**
4. Qualifications and References Form attached as **Attachment E.**
5. Debarment Letter attached as **Attachment F.**
6. IRS Form W-9 attached as **Attachment G.**
7. Business Category Information Form attached as **Attachment H.**

PART XII. COMPARATIVE EVALUATION CRITERIA

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

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

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

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

- 1. Quality and Depth of Project Experience. Include with your proposal descriptions of example projects successfully completed. The description should be no more than a page and should include illustrations as appropriate. Web links to project pages should be provided if available.**

Highly advantageous: The project proposal demonstrates superior experience in providing services related to the City's requirements. The project proposal demonstrates a wide depth of experience with similar projects (5 or more), and prior experience with municipally or privately funded on-call contracts. Project work samples are of outstanding quality in content and technical presentation.

Advantageous: The project proposal demonstrates solid experience in providing services related to the City's requirements. The project proposal demonstrates a good depth of experience with similar projects (3 to 5), and prior experience with municipally or privately funded on-call contracts. Project work samples are of good quality in content and technical presentation.

Not Advantageous: The proposer has limited experience in providing services related to the City's requirements or with similar projects (less than 3), and prior experience with public or private, on-call contracts. Project work samples minimally meet current standards for content and technical presentation.

Unresponsive: Has not completed any related work or projects of similar in scope.

- 2. Qualifications of the Proposer:**

Highly advantageous: The proposer's resume(s) demonstrate that proposer has superior training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience well beyond the minimum requirements.

Advantageous: The proposer's resume(s) demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience that meets or somewhat exceeds the minimum requirements.

Not Advantageous: The proposer's resume(s) does not demonstrate that the proposer has adequate training, educational background and work experience appropriate to the project described herein.

Unresponsive: The proposer did not provide any resumes or background information for project personnel.

- 3. Plan of Services:**

Highly Advantageous: The designer has presented a well-defined plan for assisting the CST with its work. The designer also demonstrates a clear understanding of the Task Force's objectives and vision for change.

Advantageous: The designer has presented a sufficiently defined plan for assisting the CST with its work. The designer has demonstrated a sufficient understanding of the CST's objectives and vision for change.

Not Advantageous: The designer has an inadequately defined plan for assisting the Task Force with its work. The designer has not adequately demonstrated a clear understanding of the Task Force’s objectives and vision for change.

- References (3). A designated evaluator will check three (3) references of all proposers who meet the Minimum Criteria, asking the same questions of each reference. A report of the references will be created and reviewed amongst the evaluators.**

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

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

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

Unresponsive: Proposal lacks references.

- Interview (Interpersonal/Facilitation Skills), The selection process will include an evaluation procedure based on the criteria identified above. The City will interview the three (3) proposers ranking highest in Comparative Criteria 1-4 above. Finalists will be required to appear for an interview (in person and/or Zoom) for further evaluation.**

Highly Advantageous: Designer receives an overall rating of “highly advantageous” from the interview panel based upon communication, non-verbal behavior, examples given of teamwork and collaboration scenarios. Clarity of presentation and public presentation, and the depth of understanding of the unique needs of the CST.

Advantageous: Designer receives an overall rating of “advantageous” from the interview panel based upon communication, non-verbal behavior, examples given of teamwork and collaboration scenarios. Clarity of presentation and public presentation, and the depth of understanding of the unique needs of the CST

Not Advantageous: Designer receives an overall rating of “not advantageous” from the interview panel based upon communication, non-verbal behavior, examples given of teamwork and collaboration scenarios. Clarity of presentation and public presentation, and the depth of understanding of the unique needs of the CST.

Unresponsive: Did not respond to a request for interview and/or did not respond to questions or demonstrated an unsatisfactory level of performance in some aspects of the interview.

PART XIII. RULE FOR AWARD

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

PART XIV. QUESTIONS AND INQUIRIES

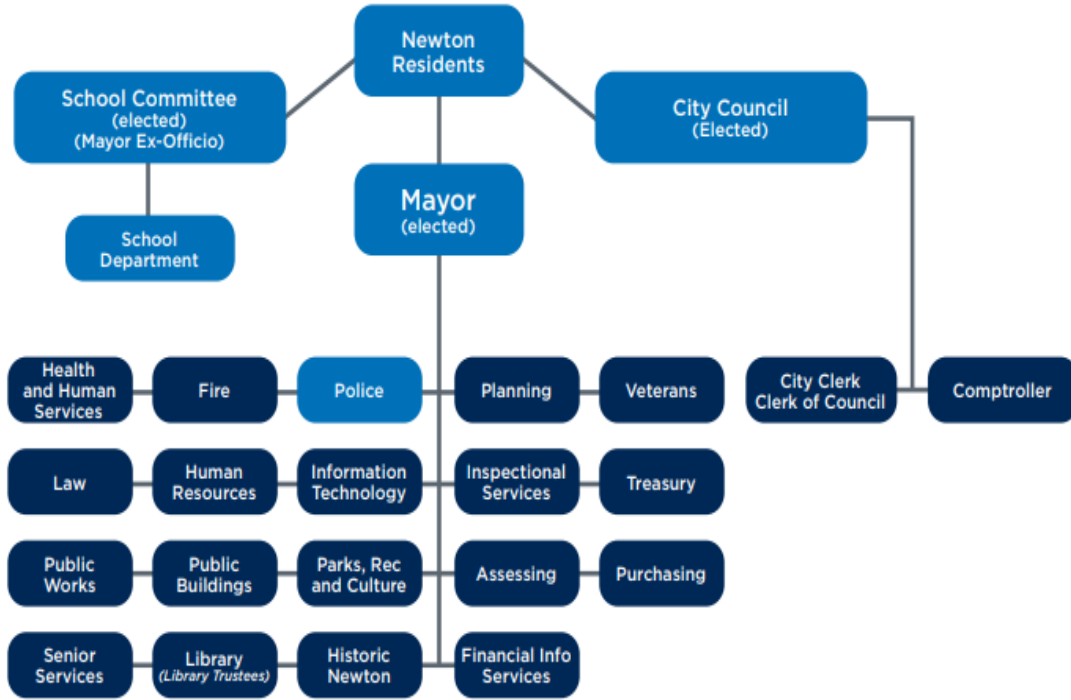
It is the responsibility of each proposer to inquire about and question any material contained in this RFP which is not fully understood or that is believed to be susceptible to more than one interpretation. Any inquiries or requests for clarification regarding this RFP should be submitted in writing, addressed to:

Nicholas Read, Chief Procurement Officer
Newton City Hall
Purchasing Department, Room 108
1000 Commonwealth Ave.
Newton Centre, MA 02459
purchasing@newtonma.gov

If any response to such inquiries affects the content of this RFP, then the City shall provide its response in a written Addendum. Copies of all Addenda will be emailed to each proposer of record.

END OF SECTION

City of Newton Organizational Chart



ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

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

Name of person signing bid or proposal

Name of Business Entity (if any)

ATTACHMENT C

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

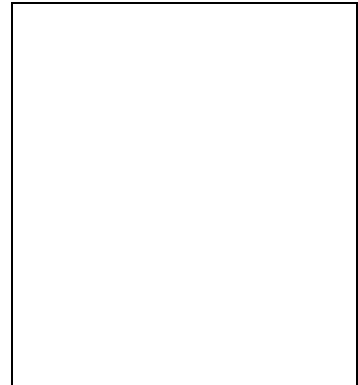
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT D

CERTIFICATION OF TAX COMPLIANCE**

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

Signature of Individual (Mandatory)

*** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Officer Name: _____

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

ATTACHMENT E

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

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

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

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

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

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

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

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

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

ATTACHMENT F
DEBARMENT LETTER

City of Newton



Mayor
Ruthanne Fuller

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

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

Date _____

Vendor _____

Re: Debarment Letter for Invitation For Bid # _____

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

Debarment:

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

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

PHONE _____ FAX _____
EMAIL _____

Signature _____

Date _____

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

ATTACHMENT G

W-9

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

ATTACHMENT H

Business Category Information Form*

RFP No. 24-23
City Seal Redesign

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

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

I do not wish to complete this form.

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

I certify that the foregoing information is true and correct.

By: _____

Date:

ATTACHMENT I

**PRICE PROPOSAL
RFP 24-23 CITY SEAL REDESIGN**

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

“PRICE PROPOSAL: RFP #24-23 CITY SEAL REDESIGN”

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

CITY SEAL REDESIGN

- B.** This bid includes addenda number(s) _____, _____, _____, _____,

- C.** The total contract price for the services described in RFP #24-23 is as follows:

Hourly Rate \$ _____ X 300 hours* = \$ _____

(Written Word) and _____
(Numerical)

COMPANY NAME _____

***These are the City’s best estimate of work hours. Estimates are given for comparison purposes, and the actual number of hours may be more or less than the estimates provided. Regardless of the number of hours needed, the hourly rate shall remain as stated in the Price Proposal Form.**

- E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

- F.** The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

ATTACHMENT – J

CONTRACT FORMS

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

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

CITY-CONTRACTOR AGREEMENT

CITY SEAL REDESIGN

This Agreement (“Agreement”) is made this day of _____, 2023 by and between _____ XXXX (“Consultant”), with offices at XXXXX and the City of Newton (the “City”), Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, MA 02459, acting by and through its, but without personal liability to XXX.

WHEREAS, the City desires the services of a qualified consultant to XXXX (the “Project”); and

WHEREAS, the CONSULTANT has proposed to provide such services and has represented that it is qualified to do so;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposal #24-23 (RFP) issued by the Purchasing Department;
- c. The RFP for City Seal Redesign including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the “Project Manual”);
- d. Addenda Number(s) _____;
- e. The Proposal Response of the Contractor submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Contractor in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this CITY-CONTRACTOR Agreement.

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

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

The Consultant shall perform the professional services as described in the Project Manual. All such professional services shall be carried out in a manner and quality that meets or exceeds the standards of Consultant’s profession, as well as to the satisfaction of the City.

6. PAYMENT AND PAYMENT PROCEDURES

The City shall pay the Consultant the sum of (\$) Dollars for performance of the services to be provided pursuant to this Agreement.

Upon completion of the work to be done for each payment, the Consultant shall send to the City an invoice documenting the work done and the dates when such work was performed.

Payment of the above sum shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Consultant in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City's approval of invoices submitted by the Consultant. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Consultant shall only be entitled to compensation in accordance with the provisions of Section 6 or Section 7 below, whichever is applicable.

7. TERM OF AGREEMENT

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

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

8. TERMINATION FOR CAUSE

If, for any cause, the Consultant fails to fulfill in a timely manner its obligations under this Agreement, or if the Consultant violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

9. TERMINATION FOR CONVENIENCE

The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Consultant shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

10. INDEMNIFICATION

The Consultant shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11. RELATIONSHIP OF THE PARTIES

The Consultant shall be an independent contractor to the City. Neither Party shall be deemed to be the legal representative of the other.

Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.

12. NONDISCRIMINATION

The Consultant agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

13. CONFLICT OF INTEREST: The Consultant shall comply with the provisions of Chapter 268 of the Massachusetts General Laws relating to Conflict of Interest as it applies to municipal employees, including but not limited to filing with the City a §23(b)(3) Disclosure Form in the case where a reasonable person could conclude that a municipal employee could unduly enjoy the Consultant's favor or improperly influence the Consultant in the performance of the Scope of Services set forth herein, or that the Consultant is likely to act or fail to act as a result of kinship or the rank, position or undue influence of some party or person. A 23(b)(3) Disclosure Form is set forth in **Exhibit D**.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Consultant is a sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

15. CERTIFICATIONS BY CONSULTANT

By executing this Agreement, the Consultant certifies, under penalties of perjury:

- a. That the Consultant's bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- b. That the Consultant has neither presently, nor during the period of this Agreement, will have any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, nor shall any person having any such interest be employed by the Consultant to perform the work called for in this Agreement.

16. COMPLIANCE WITH LAWS & GOVERNING LAW

The Consultant shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work call for under this Agreement. The Parties hereby agree that this Agreement has been executed and delivered in the Commonwealth of Massachusetts and shall be construed, enforced and governed by the laws thereof.

17. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

18. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.

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

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Date _____

Title _____

Date _____

Affix Corporate Seal Here

By _____

Chief Operating Officer

Date _____

Approved as to Legal Form and Character

Certified that City funds are available
in the following account:

By _____

Associate City Solicitor

Date _____

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

CONTRACT & BONDS ARE APPROVED

By _____

Comptroller of Accounts

By _____

Mayor or her designee

Date _____

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.