

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR NEWTON FREE LIBRARY***

**PROJECT MANUAL:  
HISTORIC CITY DIRECTORIES:  
SCANNING AND MICROFILMING  
*REQUEST FOR PROPOSAL #11-16***

**Mandatory Pre Proposal Meeting Date: September 30, 2010 at 11:00 a.m.**

**Proposal Submittal Date: October 7, 2010 at 11:00 a.m.**

**SEPTEMBER 2010**

**Setti D. Warren, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

October 5, 2010

## ADDENDUM #1

### INVITATION FOR BID #11-16

### HISTORIC CITY DIRECTORIES: SCANNING & MICROFILMING

THIS ADDENDUM IS TO:

1. Replace the existing “Attachment A - Price Proposal Form with “Attachment A - revised that asks that any addenda be recognized.
2. Address questions from the Pre Bid Meeting and questions submitted via email:

Q1. Are the books all this size or how large can they get?

A1. The books are all approximately 6” wide by 9” tall. Page count varies from approximately 200 pages to 1,050. Approximate Page counts for each volume are as follows:

Year	# of pages
1868	426
1871	377
1871-3	332
1873	391
1875	425
1877	418
1879	407
1881	436
1883	474
1884-5	218
1885	560
1887	616
1889	746
1891	788
1893	800
1895	783
1897	794
1899	854
1901	856
1903	850
1905	874
1907	866
1909	838
1911	829

1913	862
1915	714
1917	730
1919	782
1921	783
1925	867
1927	1054
1929	1050
1931	1086
1932	810
1934	884

Q2. In sequence of scans, do you want maps included?

**A2. For those volumes with maps, the map was originally inserted at the start of the volume. The scan and microfilm image of the map must stay with the volume in which it is found, but may appear at the start or end of the sequence.**

Q3. Do you prefer one up or two up when microfilming?

**A3. One up is preferred.**

Q4. Do we know how many books there are?

**A4. There are 36 volumes.**

Q5. Do you want images from film or film from images?

**A5. Proposers must indicate in their proposal which process they are using. Film from digital images would be rated higher than digital images from film.**

Q6. Why was 600 dpi chosen?

**A6. 600 dpi is preferred because it allows the creation of better derivatives, helps with OCR and is better for creating prints. The text and images in these volumes is strictly Black and White. No grayscale imaging is required.**

Q7. If any page has incomplete information, what would we do?

**A7. Contractor should scan as is, and in treatment report note which pages are incomplete.**

Q8. Can a photocopy be made of the front and back of books to scan?

**A8. Photocopying of covers and then digitizing and/or microfilming is acceptable.**

Q9. Can we use tape to mend broken or ripped pages?

**A9. Yes. Any treatment/stabilization of the materials necessary to get the digitization/microfilming done is permissible.**

Q10. Can the pricing be submitted on a unit basis versus total cost?

**A10. If Proposers would like to submit costs on a per book basis, for each of the six tasks, that would be acceptable, but is not required for the bid.**

Q11. On Task 6 – Create a Treatment Report – Is this a preservation step?

**A11. This is intended to be a record of what was done to the volume and should include notes on missing or incomplete pages. Create a Work Report as opposed to a Treatment Report.**

Q12. What about the presentation of an alternate bid?

**A12. There are no alternatives at this time.**

Q13. Can you use 35 mm or 16mm?

**A13. There are no alternatives at this time.**

Q14. It appears you are after a long term preservation roll and imagery of the bound books. Typically the most efficient and cost effective process is to image the books then output the imagery to film, however close attention to the correct filming device is important for the film to be high quality. Look at Electron Beam recorders or Fuji devices that can output grayscale, be weary of Kodak Archive writers they can only output monochrome or ditherd grayscale to monochrome.

Unless the books can easily be taken out of the bindings, we would highly recommend using a planetary book scanner so as not to damage the originals.

You most certainly will get vendors responding to this request with a solution for traditional microfilming then attempting to scan the film. This is an inferior process. Please see the 1996 study published by Cornell. <http://www.library.cornell.edu/preservation/com/comfin.html>

One of the biggest problems with a film first solution is that there is no feedback to the camera operator to determine if the page was captured accurately and that translates directly to the film, resulting in very a tedious QC process, retakes and splices. Image first has immediate feedback to the operator, rescans can correct for density problems, dog ears, etc. then the certified images are output to film.

Our proposed solution would be to place our book-scanner on site (or transfer your books to wethersfield) Total scanning should not take more than about two weeks depending on the number of pages per book.

I was just notified of this request and certainly will not be able to attend the meeting in the morning however I have concerns over how the project is being approached as it is not the recommended process from a pure archival approach.

I hope that you will consider our recommendations below and also consider allowing us to respond with a bid without attending a pre-bid but by asking specific questions.

Please let us know if you will reconsider the mandatory pre-bid requirement.

**A14. Books can be disbound. See the answer to question #16 below concerning bidding without having attended the pre-bid conference. Concerns over how the project is approached can be addressed in the bidder's proposal. Answers to other questions are included in this Addendum #1.**

Q15. Is there any way a vendor can bid, if they did NOT attend pre-bid vendor meeting?

**A15. The City of Newton is waiving the "Mandatory Pre-Submission" requirement and all are welcome to submit their proposal for this project.**

Q16. Can a vendor do the work to appropriate AIIM standards?

**A16. Yes, as long as they also meet the minimum criteria of this RFP.**

Q17. Can vendor chose to scan the books, and then create the film archive from the scanned images?

**A17. Yes.**

All other terms and conditions of this bid remain unchanged

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.



Rositha Durham  
Chief Procurement Officer

**“ Attachment – A - Revised ”**

**CITY OF NEWTON - PRICE PROPOSAL**

**RFP #11-16 HISTORIC CITY DIRECTORIES: SCANNING AND MICROFILMING**

**This form must be completed and placed in a separately sealed envelope marked: “RFP #11-16 Price Proposal- HISTORIC CITY DIRECTORIES: SCANNING AND MICROFILMING”.**

**This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,**

**All Tasks must be filled in even if there will be no charge. A zero or the words “no charge” will be required to be filled in on the task line. Not filling in the “Price Proposal” completely shall be grounds for disqualification.**

<b>TASK ONE:</b>	<b>\$ _____</b>
<b>TASK TWO:</b>	<b>\$ _____</b>
<b>TASK THREE:</b>	<b>\$ _____</b>
<b>TASK FOUR:</b>	<b>\$ _____</b>
<b>TASK FIVE:</b>	<b>\$ _____</b>
<b>TASK SIX:</b>	<b>\$ _____</b>
<b>GRAND TOTAL OF TASKS 1-6</b>	<b>\$ _____</b>

**Name of Firm or individual submitting bid: \_\_\_\_\_**  
(Please Print)

**The undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. 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. Chapter 29, Section 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 Bidder - Signature)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone / Fax)

\_\_\_\_\_  
(E-mail address)

**NOTE: If the proposer 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**

**THE CITY OF NEWTON**  
**NEWTON FREE LIBRARY**  
**REQUEST FOR PROPOSAL #11-16**  
**HISTORIC CITY DIRECTORIES: SCANNING AND MICROFILMING**

**I. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for the scanning and microfilming of historic City Directories within Newton's Library, Museum and Archives, comparative judgments of technical factors, in addition to price, will be necessary. The City believes that the firm serving in this capacity must have a broad range of experience, which incorporates **historic city directories: scanning and microfilming**.

**II. INSTRUCTIONS TO PROPOSERS**

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Room #204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than: **11:00 a.m., October 7, 2010**.

**\* A MANDATORY Pre-proposal meeting will be held at 11:00 a.m., September 30, 2010 at the *Chief Procurement Officer* in the Purchasing Department, Room #204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459.**

All submissions must contain **two separate sealed envelopes**:

a "Technical Proposal" and a "Price Proposal," (see Attachment - A enclosed) submitted in separate sealed envelopes, clearly marked  
"RFP #11-16 – HISTORIC CITY DIRECTORIES - TECHNICAL PROPOSAL" and  
"RFP #11-16 – HISTORIC CITY DIRECTORIES – PRICE PROPOSAL"

No reference to price shall be made in the technical submission, any proposal containing such information shall be cause for rejection; all price information must be contained in the envelope clearly marked "Price Proposal."

Proposer must submit **four (4) copies of the Technical Proposal** and one (1) copy of the Price Proposal. Proposals shall be formatted in the same order as they appear in this RFP. Page numbers shall appear in the footer of each proposal.

**Faxed proposals shall not be accepted.**

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online at: [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids)

**\*PLEASE NOTE: Mandatory Pre Proposal Meeting place has been changed from what was originally advertised.**

- B. **QUESTIONS:** Inquiries involving procedural, technical, and contractual matters should be directed in writing by Friday, October 1, 2010 at 5:00 p.m. to:

Rositha Durham, *Chief Procurement Officer*  
Purchasing Department -City of Newton  
1000 Commonwealth Avenue  
Newton, MA 02459  
FAX (617) 796-1227  
E-mail: [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

All questions received by this date will be answered in the form of an addendum.

- C. **ADDENDUM:** All information shall be put into the form of an Addendum. Each addendum will be posted on the City’s web site at [www.ci.newton.ma.us/purchasing/bids](http://www.ci.newton.ma.us/purchasing/bids) under the document # and will be emailed to those listed on the Bidder’s list as having downloaded the RFP. If you have downloaded the RFP, please be sure to email us at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your Company Name, Address, Phone and Fax numbers and what RFP number you have downloaded. **Be sure to acknowledge each addendum on the first page of your TECHNICAL PROPOSAL.**
- D. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied 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 proposal 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. Any questions must be submitted in writing to the Chief Procurement Officer at the above address or may be faxed at 617-796-1227.
- E. **SITE VISIT: A MANDATORY Pre-proposal meeting will be held 11:00 a.m., September 30, 2010** at the office of the *Chief Procurement Officer* at which time each attendee will be able to view the materials. Each proposer shall meet with the City Clerk to view the material to be worked on before submitting a proposal. If a proposer does not attend the Pre-Proposal conference, they may contact David Olson, City Clerk at (617) 796-1200.
- F. **EVALUATION OF PROPOSALS:** The Technical proposals shall be evaluated by members of the City of Newton representing the Newton Free Library, the Newton History Museum and the City Clerk’s Office who shall prepare their evaluation based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.

Upon completion of the technical evaluation, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

The contract award will be made within 60 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP.

G. **TIMELINE:**

RFP Issued:	<b>10:00 a.m., September 23, 2010</b>
Pre-Proposal Mtg:	<b>11:00 a.m., September 30, 2010</b>
Final Questions to be submitted by:	<b>5:00 p.m., October 1, 2010</b>
Final Answer to Questions:	<b>11:00 a.m., October 5, 2010</b>
Submittal Deadline:	<b>11:00 a.m., October 7, 2010</b>
Evaluation Complete:	<b>10:00 a.m., November 7, 2010*</b>
Contract Award:	<b>10:00 a.m., December 7, 2010*</b>

**\*PLEASE NOTE these dates are subject to change.**

### III. SCOPE OF WORK

#### A. Introduction

The City of Newton through the Newton Free Library, seeks a qualified firm to undertake the scanning and microfilming of historic material in the City of Newton Archives, the Newton History Museum and the Newton Free Library. The City Archives holds vital records and legal documents relating to the history of the government of Newton from 1680 to the present. Newton’s archives are one of the city’s most important historic resources and are a rich repository of information about Newton residents and government.

This proposal includes 35 volumes of City Directories dating from 1868 to 1934 and which have been deemed in need of “immediate” attention. This request for proposals is confined to the microfilming, and scanning of these books.

The implementation of this plan is scheduled to start in October of 2010 and must be completed by February 2011. The selected firm will be required to complete certain tasks on or before defined deadlines for the dollar amounts shown here. The project is funded through a grant from the Community Preservation Act through the City of Newton. All supplies necessary to complete the work must be provided by the contractor. No other expenses, fees, or salaries will be provided or reimbursed. No employee benefits are provided.

## B. Project Area

The project will include scanning and microfilming of 35 volumes deemed in need of “immediate” attention which are held in the City Clerk, History Museum, and Newton Free Library Vaults. All scanning and microfilming work to be completed at the successful firm’s facilities. Prior approval will need to be granted for any work to be subcontracted.

## C. Funding Source

Funds for this project have been provided by the City of Newton through Community Preservation Act Funds.

## D. Specifications

The proposer will undertake the responsibilities listed below in pursuit of the following objectives.

## E. Project Objectives

The City Directories from 1868 to 1934 are actively used resources that provide information necessary to serve Newton’s residents. These directories are one element of the City’s Archival Material which includes a growing collection of historical documents dating from 1679 to the present, including ongoing series of municipal documents which include vital records, Selectmen’s and Aldermanic documents, Assessors records, Annual Reports, Annual Budgets, and other departmental documents. The active and ongoing use of this material reinforces the value of the archives to the community while fulfilling the City’s legal responsibility to provide access to public documents.

The overarching goal of this project is to preserve and make accessible the information contained in Newton’s Historic City Directories located in the vaults of the City Clerk, the Newton History Museum and the Newton Free Library. To achieve this goal, the project will undertake the following tasks:

1. Unbind the volumes in preparation for scanning and microfilming.
2. Create alternate means of access to historic records in order to accomplish the permanent preservation of original material. This will be accomplished by microfilming the originals and by creating digital images for computer access.
3. Return the unbound material, along with the scans and microfilm, to the City of Newton.

The total projected budget for this work is not to exceed \$20,300.

## F. Responsibilities

The successful firm will work with the City Clerk and the Newton Free Library to undertake this project. The firm will be responsible for developing a plan of action and undertaking the required work. The firm will communicate with the City Clerk’s Office and provide updates on the work progress and be available to speak with Community Preservation Act Committee members, Aldermen, and Department personnel when needed.

## Planning, Project Development, and Management

The successful firm will:

- ✓ Assess the condition of each of the 35 volumes and create an information log noting the current condition of each volume.
- ✓ Once a volume has been assessed it will be dismantled, microfilmed and scanned using the most current and acceptable methods for work on historic documents. All procedures to be performed by the successful firm will be in accordance with generally accepted standards of digital scanning and microfilming. Alterations, changes or insertions of new material into any record is strictly forbidden.
- ✓ Create a report, referenced to the information log, which will provide details of the work done on each volume.
- ✓ Complete all scanning and microfilming work within a period of approximately 8 weeks, beginning on the date of receipt of each item.
- ✓ Be able to accommodate a minimum of 15 books at a time.



## **G. Communications**

The successful firm must have tracking systems located in its facility for instant tracking of material and must provide document search support via a toll free number while the documents are in their custody. Firm must be able to TRANSMIT REQUESTED SPECIFIED INFORMATION AND/OR IMAGES from books which are being restored to the Clerk's Office in the City of Newton within 24 hours.

## **H. The schedule and deliverables for this project follow:**

### **Task One:**

Evaluate the 35 books and complete an inventory form that details the condition of each of the volumes including.

- **Condition of document upon receipt**
- **# pages and proper pagination, blank pages**
- **Notation of original lettering on spine and covers**
- **Loose pages or attachments**
- **Special characteristics**
- **Any other information pertinent to the identification of the volume**
- **Deliverables: An information log detailing the condition of each volume.**

## **I. Task Two: Dismantle Bindings**

**DISMANTLE BINDINGS completely, following accepted archival guidelines. Extreme care must be taken so as not to crack or break brittle pages, therefore chopping the spine is not acceptable.**

## **J. Task Three: microfilm the pages dismantled in Task Two**

- **Microfilming of records should follow the standards suggested by the Association for Information and Image Management (AIIM) in its publication "Practice for Operational Procedures/Inspection and Quality Control of First-generation, Silver Microfilm of Documents"**
- **Camera film should be Silver Halide Archival 35 mm microfilm**
- **The processing of film should be done using a full wet developing technique.**
- **The film must be tested after processing to guarantee acceptable archival levels of residual thiosulfate.**
- **Camera resolutions must be checked on each roll and must meet a minimum of 108 lpmm to meet Military Mil-M-9868C specifications.**
- **Film density (darkness of image background) to be 0.70-1.20 as measured in accordance with industry standards.**
- **Resolution tests at the beginning of a roll and spot checking of individual images for readability and density must be done throughout the roll.**
- **Completed Rolls of Microfilm must be stored in microfilm boxes and labeled in the same format as the book.**
- **Deliverables: a spool of microfilm for each volume, labeled in the same format as the books.**

**K. Task Four: Scan the pages dismantled in Task Two**

- Each page must be digitally scanned as a black and white document and saved in the .TIFF image format.
- Each page should not be skewed by more than 1%.
- Scans must be a minimum of 600 dpi
  
- **Deliverables:** Digital Images will be saved to Compact Discs and stored in cases labeled in the same format as the books and microfilm boxes. One book per CD.

**L. Task Five: Organize and box unbound material by volume.**

**M. Task Six: Create a TREATMENT REPORT, referenced to information log, to be provided for each completed volume to be returned with each volume.**

#### **IV. MINIMUM QUALIFICATIONS CRITERIA**

All proposers must provide all information necessary to demonstrate their compliance with all Minimum Criteria identified herein. Proposers who do not meet the Minimum Criteria will be considered non-responsive.

1. Proposer must have at least 10 years experience and a proven track record of high quality, professional work in the microfilming and scanning of historic books and records.
2. Proposer must provide evidence of their experience working with Massachusetts municipal or regional governments on at least 2 projects focused on the microfilming and scanning of historic books and records.
3. Proposer must be able to demonstrate that they can complete all tasks in-house or must identify and list all subcontractors, their locations, and the work that they will do.
4. Proposer must provide five (5) references that can document the firm's successful completion of Microfilming and Scanning projects in New England.
5. Proposer must provide resumes of all key personnel who will be assigned to the project.

#### **V. COMPARATIVE EVALUATION CRITERIA**

Proposers should submit technical information that demonstrates experience or achievement in the following categories. Proposals will be evaluated based on the following criteria:

**1. The extent of the proposer's experience in the microfilming and scanning of historic books and records:**

- Highly advantageous:** Eleven (11) or more years of experience in the microfilming and scanning of historic books and records.
- Advantageous:** Eight (8) to ten (10) years of experience in the microfilming and scanning of historic books and records.
- Not advantageous:** Less than eight (8) years of experience in the microfilming and scanning of historic books and records.

**2. The extent of the proposer’s experience in the microfilming and scanning of historic books owned by municipal government:**

- Highly advantageous:** The successful completion of ten (10) or more on the microfilming and scanning projects on municipally owned historic books.
- Advantageous:** The successful completion of five (5) to nine (9) conservation projects on the microfilming and scanning historic books.
- Not advantageous:** The successful completion of less than two (2) the microfilming and scanning projects on municipally owned historic books.

**3. The extent of the proposer’s experience in project management, demonstrating organizational skill and effective project management:**

- Highly advantageous:** Submission of three (3) or more examples of like projects managed by the proposer, with an explanation of the organizational and management challenges and the ways in which they were met.
- Advantageous:** Submission of two (2) examples of like projects managed by the proposer, with an explanation of the organizational and management challenges and the ways in which they were met.
- Not advantageous:** Submission of one (1) example of a like project managed by the proposer or none that are significant.

**4. The extent the proposer has in meeting deadlines:**

- Highly advantageous:** Submission of four (4) or more examples of meeting deadlines.
- Advantageous:** Submission of two (2) to three (3) examples of meeting deadlines.
- Not advantageous:** Submission of one (1) example of meeting deadlines.

**VI. CONTRACT TERMS AND CONDITIONS**

**A. PERFORMANCE OF SERVICES**

Under the awarded contract the Proposer shall agree to the following:

1. Proposer shall at all times perform their services in accordance with the highest professional standards of skill, care and diligence.
2. The proposer shall not sell, assign or transfer this contract.

**B. CONTRACT TERM**

Under the Contract awarded the Proposer agrees to adhere to the time requirements, schedules and deliverables in the contract. The contract term shall extend from day of contract execution through February 28, 2011.

**C. COMPENSATION**

1. Compensation shall not exceed the amount allotted in the contract and according to the task and schedule of the contract.
2. Proposer shall submit invoices after the completion of a task directly to the City Clerk. The invoice shall include a description of services performed in such form and detail and with such supporting data as the City of Newton may request.
3. The City will use best efforts to pay invoices within 30 days, following approval of the received invoice.
4. There will be no compensation for services not included in the contract scope of work.

## **D. OWNERSHIP OF MATERIAL**

Under a contract awarded, the Proposer's proposal and all materials developed and other material, including data and material stored on electronic media, furnished during the course of this project shall become the City of Newton's property and may be used by these entities in such manner and for such purposes as they may deem advisable, without further employment of or additional compensation to the proposer.

## **E. COMPLIANCE WITH LAW AND REGULATIONS**

Under the contract awarded, it is the Proposer's responsibility that the contract be conducted and that all services and other work performed by the proposer under the contract be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes.

## **F. EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the performance of work under the contract awarded, the Contractor shall not discriminate against any employee, or applicant for employment because of race, color, religion, creed, national origin, ancestry, gender, age or handicap. The Contractor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (MCAD), One Ashburton Place, Boston, MA 02108, Tel. (617) 727-3990, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Contractor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

## **G. CERTIFICATIONS BY SUCCESSFUL PROPOSER**

By execution of a contract with the City of Newton, the Contractor certifies:

1. The Contractor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract.
2. No subcontractor to the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the subcontractor of a contract by the Contractor.
3. No person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining the contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Contractor.

## **H. TAXES**

By submittal and signature of a Proposal for this RFP and pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Proposer, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Proposer is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

## **I. CONFLICT OF INTEREST**

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

**END OF SECTION**

**“ A t t a c h m e n t - A ”**

**CITY OF NEWTON - PRICE PROPOSAL**

**RFP #11-16 HISTORIC CITY DIRECTORIES: SCANNING AND MICROFILMING**

**This form must be completed and placed in a separately sealed envelope marked: “RFP #11-16 Price Proposal- HISTORIC CITY DIRECTORIES: SCANNING AND MICROFILMING”**

**All Tasks must be filled in even if there will be no charge. A zero or the words “no charge” will be required to be filled in on the task line. Not filling the “Price Proposal” completely shall be grounds for disqualification.**

**TASK ONE:**                    \$ \_\_\_\_\_

**TASK TWO:**                    \$ \_\_\_\_\_

**TASK THREE:**                \$ \_\_\_\_\_

**TASK FOUR:**                 \$ \_\_\_\_\_

**TASK FIVE:**                 \$ \_\_\_\_\_

**TASK SIX:**                    \$ \_\_\_\_\_

**GRAND TOTAL OF TASKS 1-6**    \$ \_\_\_\_\_

**Name of Firm or individual submitting bid:** \_\_\_\_\_  
(Please Print)

**The undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. 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. Chapter 29, Section 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 Bidder - Signature)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone / Fax)

\_\_\_\_\_  
(E-mail address)

**NOTE: If the proposer 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**

**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 of Newton 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. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
 YES  NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT?  YES  NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- \* 8. 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.)  
\_\_\_\_\_

9. 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 of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**



# CITY – CONTRACTOR AGREEMENT

Contract No. C-\_\_\_\_\_

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its *Chief Procurement Officer* but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of Historic City Directories: Scanning and Microfilming;

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

## 1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposals No. #11-16 - Historic City Directories – Scanning and Microfilming, dated September 23, 2010 issued by Rose Durham, *Chief Procurement Officer* (hereinafter "Request for Proposals");

--Technical and Price Proposal of \_\_\_\_\_ and dated \_\_\_\_\_, respectively and signed by \_\_\_\_\_ (hereinafter, "Contractor's Proposal");

## 2. Scope of Work

The Contractor shall perform all services and tasks in the City of Newton's Request for Proposals No. #11-16 and the Contractor's response thereto. The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

## 3. Term of Agreement

The term of this Agreement **shall begin on day of contract execution and all work shall be completed no later than February 28, 2011**. This contract shall not exceed \$\_\_\_\_\_.

## 4. Payment procedures

Compensation shall not exceed the amount allotted in the contract and according to the task and schedule of the contract. **Task 1: \$\_\_\_\_\_, Task 2: \$\_\_\_\_\_, Task 3: \$\_\_\_\_\_, Task 4: \$\_\_\_\_\_, Task 5: \$\_\_\_\_\_**

Proposer shall submit invoices after the completion of a task directly to the City Clerk. The invoice shall include a description of services performed in such form and detail and with such supporting data as the City of Newton may request.

## 5. Indemnification

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of his/her employees and agents hereunder and agrees that s/he will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

**6. Insurance**

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with an arrangement of coverage including products liability and contractual liability, and limits of liability of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate for bodily injury. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**8. Non-assignability**

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

**9. Entire Agreement**

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

IN WITNESS WHEREOF, the parties have set their hands and seals to this and four like originals.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

By \_\_\_\_\_  
*City Clerk*

Date \_\_\_\_\_

City funds in the amount of \$ \_\_\_\_\_  
are available in account number  
21B60101-5301

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

Date \_\_\_\_\_

By \_\_\_\_\_  
*Comptroller of Accounts*

**CONTRACTS & BONDS APPROVED**

Date \_\_\_\_\_

By \_\_\_\_\_  
*Setti D. Warren, Mayor*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE 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.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

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

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

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

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will 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. This request is made under the authority of GL c. 62C, § 49A.

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ Certifies that:  
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

\_\_\_\_\_ Certifies that:  
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

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

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor`s certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.