

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE PLANNING DEPARTMENT

REQUEST FOR PROPOSAL:

**WALKER CENTER AFFORDABLE HOUSING DEVELOPMENT
CONSULTANT SUPPORT**

RFP #23-62

Proposal Opening Date: March 2, 10:00 a.m.

**January 2023
Ruthanne Fuller, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #23-62

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

**WALKER CENTER AFFORDABLE HOUSING DEVELOPMENT
CONSULTANT SUPPORT**

Proposals will be received until: **10:00 a.m., March 2, 2023**
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **after 10:00 a.m., January 19, 2023.**

There will be no charge for contract documents.

Award will be made to the most advantageous proposer for services.

The term of the contract shall extend for 24 months from the date of contract execution. The City shall have the option, at its sole discretion, to renew this contract for one (1) additional one (1) year term, with no change in the contract price and terms and conditions. The exercise of option to renew shall be subject to appropriation of funding therefor.

All proposals are subject to the provisions of M.G.L. c.30B, §6.

All proposals shall be submitted as follows: **(i) one (1) original, three (3) paper copies of the Technical Proposal, and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

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

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
January 19, 2023

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #23-62

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for consultant services (“Services”) related to the pre-development feasibility analysis of converting a portion of the Walker Center for Ecumenical Exchange into 100% permanently affordable housing, comparative judgments of technical factors, in addition to price, will be necessary for the following reasons:

1. The City of Newton purchased a portion of the Walker Center for Ecumenical Exchange with \$2.45 million of American Rescue Plan Act (ARPA) funds. The site, which is located adjacent to the Williams Elementary School, leaves flexibility for the preservation of four existing homes for affordable housing, the expansion of the school’s playground, and potential future school renovations.
2. The proposed project scope requires a specific understanding of environmental concerns, historic preservation, and affordable housing finance and development as it relates to Newton’s interest in redeveloping the Walker Center into 100% permanently affordable housing.

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.

II. INTRODUCTION

The City of Newton is seeking to procure an affordable housing development consultant team with affordable housing financing, design, environmental, historic preservation, and municipal permitting expertise to provide an in-depth predevelopment feasibility analysis of converting the Walker Center into 100% permanently affordable housing and working with the City to define project parameters such as costs, preservation considerations, hazardous materials, and financing possibilities in order to create a subsequent RFP to select a qualified affordable housing developer to develop the Walker Center.

III. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This Request for Proposals (RFP) is issued for the City.

Inquiries involving procedural or technical matters should be directed to:

Purchasing Department
City of Newton
1000 Commonwealth Avenue Room 108
Newton Centre, MA 02459
or
By email: purchasing@newtonma.gov

2. **Submission of Proposals.** Proposals must be submitted in two separate sealed envelopes, one marked “Technical Proposal” the other marked “Price Proposal”. The Technical Proposal shall include all information responsive to this RFP **except** the proposer’s price, which shall be set forth in the Price Proposal. Price Proposals shall NOT be submitted as part of the Technical Proposal. Any Technical Proposal containing any part of a Price Proposal may be deemed non-responsive.

One Original and three (3) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:

“Technical Proposal, RFP #23-62 – Walker Center Affordable Housing Development Consultant Support”

along with your company name on the front of the envelope. The Technical Proposal shall be submitted with a completed and signed **Attachment B** Technical Proposal Cover Sheet, and with all documents referenced therein attached.

Addenda must be acknowledged on the Technical Proposal Cover Sheet. Any proposal without an acknowledgement on the Technical Proposal Cover Sheet may be rejected as non-responsive.

One (1) copy of the Price Proposal must be submitted in a sealed envelope, plainly marked:

“Price Proposal, RFP #23-62 – Walker Center Affordable Housing Development Consultant Support”

along with your company name on the front of the envelope. The Price Proposal shall be submitted on **Attachment A** Price Proposal.

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

Proposals must be submitted to

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

The City may, as an additional Comparative Criterion, request interviews to take place at Newton City Hall. Interview travel expenses are to be paid by the proposer, not by the City.

Deadline for submission of proposals shall be: 10:00 a.m., March 2, 2023.

Faxed proposals **will not** be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

RFP Documents will be available for pickup at the Purchasing Department and online at the City’s website: www.newtonma.gov/bids after: 10:00 a.m., January 19, 2023. There will be no charge for RFP documents.

- 3. Proposal Acceptance and Rejection.** The successful proposer shall execute a City-Contractor Agreement, substantially similar in form to that attached hereto, within fourteen (14) calendar days of delivery of the contract to the proposer. If the successful proposer fails to execute such Agreement within such time period, the City may accept the next most advantageous proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

To the extent legally permitted, the City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. 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.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected.

- 4. **Addenda.** 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 (#23-62), if you would like to be recorded as taking out. It is the contractor's sole responsibility to ensure that they have received all addenda's prior to the RFP submittal date.
- 5. **Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.
- 6. **Contract and Term.** The term of the contract **shall extend for 24 months from the date of contract execution.**
- 7. **Insurance Requirements.** During the term of any agreement, Contractor shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

A. **Commercial General Liability** insurance with not less than the following limits:

General aggregate	\$5,000,000
Products - completed operation aggregate	\$2,000,000
Personal and advertising - injury	\$2,000,000
Each occurrence	\$1,000,000
Fire damage	\$100,000
Medical expense	\$5,000

Vehicle Liability insurance with not less than the following limits:

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Newton Consultant Agreement to be entered into by the successful proposer.

B. **Workers Compensation** insurance shall be required under the Laws of the Commonwealth of Massachusetts.

The City shall be named as additional insured on all policies obtained by the consultant firm.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

- 8. **Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- 9. **Termination.** If applicable, Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
- 10. **Non-discrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.

11. **Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.
12. **Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be City employees.
13. **Project Fee.** Project fees must be provided as described. Fees shown shall include all costs and expenses (including materials, copying, mileage, photography, etc.) necessary to complete the scope of work.
14. **Price Proposal.** Proposers shall use “**ATTACHMENT A**” to this RFP #23-62 in submitting the Price Proposal. Please remember to submit your price proposal in a **separately sealed marked envelope**. Any Technical Proposal with prices included may be deemed unresponsive.

IV. BACKGROUND

The City of Newton is seeking to procure an affordable housing development consultant team with affordable housing financing, design, environmental, historic preservation, and municipal permitting expertise to provide an in-depth predevelopment feasibility analysis of converting the Walker Center into 100% permanently affordable housing and working with the City to define project parameters such as costs, preservation considerations, hazardous materials, and financing possibilities in order to create a subsequent RFP to select a qualified affordable housing developer to develop the Walker Center.

Project Context

The City purchased the Walker Center for Ecumenical Exchange in late 2021 with \$2.45 million of American Rescue Plan Act (ARPA) funds. Located in Newton’s Auburndale village, the site is directly adjacent to the Williams Elementary School and includes four existing homes. These homes are located next to the elementary school’s playground, are walking distance to three forms of mass transit, and are nestled into a beautiful residential neighborhood. The preservation and/or redevelopment of these homes creates the opportunity for much-needed, deeply affordable housing in Newton, while also leaving room for the expansion of the school’s playground and potential school renovations in the future.

In Newton, the lowest income families experience the greatest challenges related to housing. Of the total 30,850 households in the City, 23% are low-to-moderate with incomes at or below 80% of the area median income. Over 46% of low-to-moderate families in Newton are considered severely housing cost burdened, paying greater than 50% of their annual incomes on housing costs.¹ Over 1,300 families and seniors are on the Newton Housing Authority waitlist.

In order to bring this vision to fruition, many of Newton’s municipal partners must collaborate such as the Mayor’s Office, Newton City Council, the Newton Historical Commission, and the Planning, Legal, and Public Buildings Departments. The prospective affordable housing development consultant team will work under the direction of the Planning Department Staff.

¹ 2014-2018 CHAS.

V. SCOPE OF WORK

Part I: Determine Feasibility of Developing Site as 100% Affordable Housing

1. Assess the current physical state of the Walker Center to determine architectural, environmental, zoning, and historic preservation requirements as more fully outlined below for its conversion into 100% permanently affordable housing for incomes at or below 80% AMI.
2. Provide Planning Staff with a written report detailing assessment and due diligence findings, including, but not limited to:
 - a. Summary of existing Walker Center environmental, title, and survey information including:
 - i. Existing Conditions Plan via Topographic Survey and ALTA/NSPS Land Title Survey (including rim and invert elevations, pipe size and material), elevations, contouring with one (1) foot contour intervals, and to draft a ALTA/NSPS Land Title Survey to include ALTA Table “A” Items 2, 3, 4, and 8, 9, 11, 13, 16 and 17;
 - ii. Results of title search and summary thereof, with emphasis on all findings that could impact reuse of property as affordable housing.
 - iii. Retain a Massachusetts Licensed Site Professional to prepare an ASTM E1527-13 Phase I Environmental Site Assessment (the “ESA”). If Phase II testing [not part of this RFP scope] is required, please immediately advise the Planning Department about proper notification procedures pursuant to Massachusetts Contingency Plan (“MCP”) 310 CMR 40.0 requirements.
 - iv. Work with Planning Staff to ensure compliance with the National Environmental Policy Act (NEPA), assisting in the completion of HUD’s environmental review process pursuant to 24 CFR Part 58 and working with pertinent entities and authorities to resolve any findings and/or implement mitigation measures in conformance with federal, state and local laws and regulations.
 - v. Retain a licensed hazardous materials inspector to identify hazardous building materials through samples and perform radon testing. This report should be conducted on a limited basis and shall not be required to be comprehensive at this time.
 - vi. Identify historic preservation concerns and repurposing, adapting/demolition constraints that could arise from Newton Historic Commission, Massachusetts Historic Commission and National Park Service perspectives. To the extent pertinent, distinguish between concerns that apply if state and/or federal historic tax credits are sought and if they are not.
 - vii. Complete masonry testing/structural analysis by licensed structural engineer.
 - viii. Indicate if the site is within a flood plain, wetland, riverfront and/or NHESP area.
 - ix. Review summary of site zoning analysis as prepared and provided by Planning Staff.
3. Provide at least **four** conceptual design alternative and development scenarios, including:
 - i. Based on assessment described in Part I, formulate design alternatives and assess feasibility of conversion of the Walker Center to affordable housing
 - ii. Providing a development program (unit size, count, configuration, amenity space, support services, and parking).
 - iii. Evaluating design challenges that potential funding sources present beyond inherent zoning, environmental, and structural limitations.
 - iv. Submitting development proformas (sources and uses, hard and detailed soft costs, operating budget including 20-year operating proforma, first mortgage debt, tax credit calculations (state and federal LIHTC and state and federal HTC as applicable), and assumptions such as vacancy rates, interest rates, and equity pricing.
 - v. Assessing availability and timeframe for accessing potential funding sources including but not limited to (Federal 4% or 9% low-income and Federal Historic tax credit, State low income and historic tax credit, MassHousing, MassDevelopment, and/or private first mortgage financing, Section 8 rental assistance, Mass. Department of Housing & Community Development, City of Newton HOME, CDBG, CPA, Affordable Housing Trust, and other public/private sources as determined reasonably attainable).
 - vi. Discussing all potential site, building and programmatic challenges, as well as estimated fiscal costs associated with each scenario.

4. Preliminary conceptual design drafts to be submitted for presentation early in the preliminary design process to ensure an iterative review method by considering initial feasibility parameters associated with each design draft to determine whether further study of given design may be warranted to include in final report.
5. Final written report should include the two most feasible design alternatives as determined through conceptual iterative method be presented to Planning Staff in narrative and visual format including, at a minimum, potential financing plan, programmatic operation details, and design including existing and proposed floor plans and existing and proposed elevations.

Part II: Assist in the Development of RFP Process for Affordable Housing Developer

1. Review written report with Planning Staff in order to create a draft RFP for an affordable housing development partner to develop the project and assist in developing a bid list of affordable housing development partners with capacity to respond to the RFP.
2. Create scoring rubric to analyze affordable housing development partner RFP submissions.
3. Provide expertise and recommendations in assisting the City's selection of an affordable housing development partner.

Part III: General

1. Ensure availability for approximately 20 in-person meetings with Planning Staff, Council Committees and other Boards and stakeholder groups, as well as regular phone calls for project strategy and updates.

VI. PROPOSAL CRITERIA

This RFP requires a separate and confidential submission of a Price Proposal and separate submission of a Technical Proposal. Any proposer submitting a Technical Proposal must satisfy the following Minimum Criteria. **Proposals which do not demonstrate compliance with the Minimum Criteria may not be further considered.**

The selection process for proposals will be conducted in four phases:

- 1) All Technical Proposals will be reviewed by the Evaluation Committee to determine if they meet the Minimum Criteria. All proposers will be notified of proposal status identifying any missing items or deficiencies in proposals. To the extent permitted by law, proposers will be given seven days to respond and to provide the required information. An incomplete proposal will be considered non-responsive and will be eliminated from consideration.
- 2) Proposals that meet the Minimum Criteria will be reviewed and scored by the Evaluation Committee according to the Comparative Criteria. Interviews may be scheduled at this time.
- 3) Upon receiving completed proposal reviews by the Evaluation Committee, the Chief Procurement Officer shall open the Price Proposals and recommend to the Evaluation Committee the most advantageous proposer on the basis of price and non-price proposals. The Department of Planning and Development may revise any recommendation if its decision is documented in writing.
- 4) The winning proposer will be notified of the project scoring upon the City's decision.

VII. MINIMUM CRITERIA

A complete Technical Proposal shall include the following:

- 1) Transmittal letter signed by a principal of the Proposer, including all contact information, which shall serve as the cover page of the proposal.

- 2) Statement of qualifications:
 - a) Professional composition and structure of the Proposer (including staff assigned to project with description of roles and estimated time each staff will spend on project)
 - b) Resumes of dedicated professional team.
 - c) Three (3) satisfactory references of the Proposer.
 - d) Qualifications of the Proposer as they relate to the complexities of historic preservation and conversion and affordable housing project development and financing.

- 3) Narrative description of proposed strategy to meet expectations of Project Scope, including methodology, frequency and style of communication with Department Staff, and examples of completed projects of similar scale and scope.

- 4) At least one project example that demonstrates comparative requirements, methodology, and deliverables.

- 5) A draft project schedule that outlines anticipated milestones and completion of Project Scope deliverables.

- 6) In addition, proposers shall provide with their Technical Proposals the following completed documents:
 - a) Technical Proposal Cover Sheet (Attachment B)
 - b) Bidder's Qualifications and References Form (Attachment C)
 - c) Non-Collusion Form (Attachment D)
 - d) Certification of Tax Compliance (Attachment E)
 - e) Certificate of Foreign Corporation (if applicable) (Attachment F)
 - f) Debarment Letter (Attachment G)
 - g) IRS W-9 Form (Attachment H)
 - h) Business Category Information Form, (Attachment I)

VIII. COMPARATIVE CRITERIA

Proposals which meet or exceed 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 a response. Criteria are listed in order of priority.

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

To the extent that an Evaluation 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.

1. Qualifications of the Proposer:

Highly advantageous: The proposer's resume(s) demonstrate that proposer has **superior** expertise, educational background, and work experience appropriate for recommending the financing, development, and construction requirements necessary to successfully convert the Walker Center into 100% permanent affordable housing.

Advantageous: The proposer's resume(s) demonstrate that proposer has **adequate** expertise, educational background, and work experience appropriate for recommending the financing, development, and construction requirements necessary to successfully convert the Walker Center into 100% permanent affordable housing.

Not Advantageous: The proposer’s resume(s) does **not** demonstrate that proposer has adequate training, educational background and work experience appropriate for recommending the financing, development, and construction requirements necessary to successfully convert the Walker Center into 100% permanent affordable housing.

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

2. Quality and Depth of Experience Related to Project Scope:

Highly advantageous: The project proposal demonstrates **superior** understanding of the Project Scope and expectations, a **comprehensive** and **feasible** proposed method, and **exceptional** examples of completed projects of similar scope and scale.

Advantageous: The project proposal demonstrates **satisfactory** understanding of the Project Scope and expectations, an **adequate** proposed method, and **good** examples of completed projects of similar scope and scale.

Not Advantageous: The project proposal demonstrates a **limited** understanding of the Project Scope and expectations, an **inadequate** proposed method, and **poor** examples of completed projects of similar scope and scale.

Unresponsive: The project proposal does **not** demonstrate an understanding of the Project Scope and expectations, **lacks** a proposed method, and does **not** offer examples of completed projects of similar scope and scale.

3. Quality and Depth of Interview and Presentation

Highly advantageous: The proposer’s interview and presentation **exceeded** expectations of interview committee with a **superior** demonstration of timely execution of the Project Scope a **comprehensive, creative,** and **feasible** proposed method, and a **realistic** recognition of project challenges and opportunities.

Advantageous: The proposer’s interview and presentation **met** expectations of interview committee with a **strong** demonstration of timely execution of the Project Scope, a **feasible** proposed method, and a recognition of project challenges and opportunities.

Not Advantageous: The proposer’s interview and presentation **did not meet** expectations of interview committee with a **weak** demonstration of timely execution of the Project Scope, an **unconvincing** proposed method, and a **limited** recognition of project challenges and opportunities.

Unacceptable: The proposer’s interview and presentation **did not meet** expectations of interview committee with **no** demonstration of timely execution of the Project Scope, an **infeasible** proposed method, and a **poor** recognition of project challenges and opportunities.

4. References (3)

One member of the Evaluation Committee will check three (3) references of all Consultant teams who meet the minimum criteria asking the same qualitative questions of each reference. The questions will be based upon a sliding scale of favorability to discern variation in reference views on consultant’s work quality, responsiveness, thoroughness, etc. The person who checks the references will prepare a report for the remaining 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.

IX. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

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.

X. RULE FOR AWARD

1. The contract shall be awarded to one proposer submitting the most advantageous proposal, taking into consideration price and the evaluation criteria set forth in the RFP.

2. The contract(s) will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent most advantageous responsive and responsible proposer(s).

ATTACHMENT A

PRICE PROPOSAL

This form must be completed and placed in a separate, sealed envelope, plainly marked with your company name on the front:

“Price Proposal, RFP #23-62 – Walker Center Affordable Housing Development- Consultant Support”

TO THE AWARDING AUTHORITY:

The undersigned proposes to undertake the requirements of the assigned Scope of Work outlined in Section V, while meeting the Minimum Criteria required in Sections VII for recommending the financing, development, and construction requirements necessary to successfully convert the Walker Center into 100% permanent affordable housing accordance with the terms and conditions set forth in the Proposal submitted herewith.

The Proposer’s price proposal is: \$_____.

Please indicate fee payment schedule: bi-weekly, monthly, first/final payment: _____.

The undersigned certifies that this offer fully complies with all the requirements of RFP #23-62.

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

Date:

(Name of Proposer)

BY: _____
(Printed Name and Title of Signatory)

(City, State, Zip)

(Telephone)

(Email address)

ATTACHMENT B

TECHNICAL PROPOSAL COVER SHEET

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked

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

Additional Technical Proposal Submission Documents, duly completed and signed.

- Proposer’s year-end financial statements for the past three completed fiscal years
- City of Newton Technical Proposal Cover Sheet (Attachment B)
- City of Newton Bidder’s Qualifications and References Form (Attachment C)
- Certificate of Non-Collusion (Attachment D)
- Certification of Tax Compliance (Attachment E)
- Certificate of Foreign Corporation, if applicable (Attachment F)
- Debarment Letter (Attachment G)
- IRS Form W-9 (Attachment H)
- Business Category Information Form (Attachment I)

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

ATTACHMENT C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

ATTACHMENT E
CERTIFICATION OF TAX COMPLIANCE**

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

Signature of Individual (Mandatory) *** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____ Date: _____

Corporate Name

By: _____ Date: _____

Corporate Officer
(Mandatory, if applicable)

Print Officer Name: _____

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

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

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

ATTACHMENT F

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)

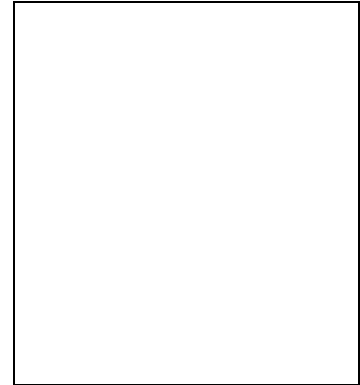
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT G

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.

(Name)

(Company)

(Address)

(Address)
PHONE _____ FAX _____
EMAIL _____

Signature

Date

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

ATTACHMENT H

IRS FORM W-9

Form <b style="font-size: 1.5em;">W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	--	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶		<input checked="" type="checkbox"/> Exempt payee
	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:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 I

Business Category Information Form*

RFP No. 23-62

Walker Center Affordable Housing Development Consultant Support

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:

CONTRACT FORMS

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

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

CITY - CONSULTANT AGREEMENT
CONTRACT NO. _____

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twenty Three by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

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

- I. SCOPE OF WORK.** The Consultant shall perform all services and tasks in the City of Newton’s Request for Proposal No. 23-62, the Consultant’s response thereto, and as set forth in Schedule A: Scope of Services attached hereto.

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
 - a. This City- Consultant Agreement;
 - b. The City's Request for Proposal #23-62 (RFP) issued by the City Purchasing Department;
 - c. The RFP for Walker Center Affordable Housing Development Consultant Support including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the “Project Manual”);
 - c. The following Schedules attached hereto:
 - Schedule A: Scope of Services
 - Schedule B: Compensation and Method of Payment
 - Schedule C: Work Program and Schedule
 - Schedule D: General Requirements
 - Schedule E: Certificate of Authority
 - Schedule F: Range of Hourly Billing Rates
 - Schedule G: Professional Services Work Authorization Form
 - e. Addenda Number(s) _____;
 - f. The Proposal Response of the CONSULTANT submitted for this Project and accompanying documents and certifications;
 - g. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Consultant in connection with this Project;
 - h. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this City-Consultant Agreement.

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

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this City-Contractor Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Consultant agrees to comply with same.

- V. CONTRACT TERM.** The term of this Agreement shall extend from the date of execution of this Agreement by the City through _____.

The City reserves the right to terminate this Agreement prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this Agreement extends beyond June 30 in any calendar year, the City reserves the right to terminate the Agreement if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

VI. COMPENSATION. For all of the services performed under this Agreement, the City agrees to pay the Consultant and amount not to exceed \$_____. The not to exceed amount shall only be increased by a duly executed change order. Payments to the Consultant shall be made pursuant to this paragraph and the procedure set forth in Schedule B Compensation and Method of Payment. Upon completion of the work to be done for each payment, the Consultant shall send to the City an invoice documenting the work done and the dates when such work was performed. Payment of the above invoice shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Consultant in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City’s approval of invoices submitted by the Consultant. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Consultant shall only be entitled to compensation in accordance with the provisions of Article XIII below.

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

VII. CERTIFICATIONS BY CONSULTANT.

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

- a. That the Consultant’s bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- b. That the Consultant has neither presently, nor during the period of this Agreement, will have any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, not shall any person having any such interest be employed by the Consultant to perform the work called for in this Agreement.

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

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

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

Commercial General Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate
Vehicle Liability	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate

Property Damage	\$300,000 per occurrence
	\$300,000 aggregate
Professional Services Liability	
Errors and Omissions	\$1,000,000

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

- XI. RESPONSIBILITY FOR THE WORK.** In the performance of any work pursuant to this Agreement, the Consultant shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work.
- XII. ASSIGNMENT/SUB-CONTRACTING.** The Consultant agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the City.
- XIII. TERMINATION.**
- (a) Termination For Cause. If, for any cause, the Consultant fails to fulfill in a timely manner its obligations under this Agreement, or if the Consultant violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
 - (b) Termination For Convenience. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Consultant shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.
- XIV. INDEMNIFICATION.** The Consultant shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- XV. RELATIONSHIP OF THE PARTIES.** The Consultant shall be an independent contractor to the City. Neither Party shall be deemed to be the legal representative of the other. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.
- XVI. NONDISCRIMINATION.** The Consultant agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.
- XVII. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Consultant is a sole consultant performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

- XVIII. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.
- XIX. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XXI. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this City-Consultant Agreement.

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

By _____
 Print Name _____
 Title _____
 Date _____

By _____
Chief Procurement Officer
 Date _____

By _____
Director of Planning and Development
 Date _____

Affix Corp Seal Here

Approved as to Legal Form and Character

By _____
Associate City Solicitor
 Date _____

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

21022023-530100
 I further certify that the Mayor, or her designee,
 is authorized to execute contracts and approve
 change orders.

CONTRACT APPROVED

By _____
Comptroller of Accounts

By _____
Mayor or designee

SCHEDULE A

SCOPE OF SERVICES

Part I: Determine Feasibility of Developing Site as 100% Affordable Housing

1. Assess the current physical state of the Walker Center to determine architectural, environmental, zoning, and historic preservation requirements as more fully outlined below for its conversion into 100% permanently affordable housing for incomes at or below 80% AMI.
2. Provide Planning Staff with a written report detailing assessment and due diligence findings, including, but not limited to:
 - i. Summary of existing Walker Center environmental, title, and survey information including:
 1. Existing Conditions Plan via Topographic Survey and ALTA/NSPS Land Title Survey (including rim and invert elevations, pipe size and material), elevations, contouring with one (1) foot contour intervals, and to draft a ALTA/NSPS Land Title Survey to include ALTA Table “A” Items 2, 3, 4, and 8, 9, 11, 13, 16 and 17;
 2. Results of title search and summary thereof, with emphasis on all findings that could impact reuse of property as affordable housing.
 3. Retain a Massachusetts Licensed Site Professional to prepare an ASTM E1527-13 Phase I Environmental Site Assessment (the “ESA”). If Phase II testing [not part of this RFP scope] is required, please immediately advise the Planning Department about proper notification procedures pursuant to Massachusetts Contingency Plan (“MCP”) 310 CMR 40.0 requirements.
 4. Work with Planning Staff to ensure compliance with the National Environmental Policy Act (NEPA), assisting in the completion of HUD’s environmental review process pursuant to 24 CFR Part 58 and working with pertinent entities and authorities to resolve any findings and/or implement mitigation measures in conformance with federal, state and local laws and regulations.
 5. Retain a licensed hazardous materials inspector to identify hazardous building materials through samples and perform radon testing. This report should be conducted on a limited basis and shall not be required to be comprehensive at this time.
 6. Identify historic preservation concerns and repurposing, adapting/demolition constraints that could arise from Newton Historic Commission, Massachusetts Historic Commission and National Park Service perspectives. To the extent pertinent, distinguish between concerns that apply if state and/or federal historic tax credits are sought and if they are not.
 7. Complete masonry testing/structural analysis by licensed structural engineer.
 8. Indicate if the site is within a flood plain, wetland, riverfront and/or NHESP area.
 9. Review summary of site zoning analysis as prepared and provided by Planning Staff.
 - b. Provide at least **four** conceptual design alternative and development scenarios, including:
 - i. Based on assessment described in Part I, formulate design alternatives and assess feasibility of conversion of the Walker Center to affordable housing
 - ii. Providing a development program (unit size, count, configuration, amenity space, support services, and parking).
 - iii. Evaluating design challenges that potential funding sources present beyond inherent zoning, environmental, and structural limitations.
 - iv. Submitting development proformas (sources and uses, hard and detailed soft costs, operating budget including 20-year operating proforma, first mortgage debt, tax credit calculations (state and federal LIHTC and state and federal HTC as applicable), and assumptions such as vacancy rates, interest rates, and equity pricing.
 - v. Assessing availability and timeframe for accessing potential funding sources including but not limited to (Federal 4% or 9% low-income and Federal Historic tax credit, State low income and historic tax credit, MassHousing, MassDevelopment, and/or private first mortgage financing, Section 8 rental assistance, Mass. Department of Housing & Community Development, City of Newton HOME, CDBG, CPA, Affordable Housing Trust, and other public/private sources as determined reasonably attainable).
 - vi. Discussing all potential site, building and programmatic challenges, as well as estimated fiscal costs associated with each scenario.
3. Preliminary conceptual design drafts to be submitted for presentation early in the preliminary design process to ensure an iterative review method by considering initial feasibility parameters associated with each design draft to determine whether further study of given design may be warranted to include in final report.

4. Final written report should include the two most feasible design alternatives as determined through conceptual iterative method be presented to Planning Staff in narrative and visual format including, at a minimum, potential financing plan, programmatic operation details, and design including existing and proposed floor plans and existing and proposed elevations.

Part II: Assist in the Development of RFP Process for Affordable Housing Developer

1. Review written report with Planning Staff in order to create a draft RFP for an affordable housing development partner to develop the project and assist in developing a bid list of affordable housing development partners with capacity to respond to the RFP.
2. Create scoring rubric to analyze affordable housing development partner RFP submissions.
3. Provide expertise and recommendations in assisting the City's selection of an affordable housing development partner.

Part III: General

1. Ensure availability for approximately 20 in-person meetings with Planning Staff, Council Committees and other Boards and stakeholder groups, as well as regular phone calls for project strategy and updates.

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

Section I. Method of Determining Compensation

A fee for Basic Services for each Project shall be negotiated based upon the services called for based upon time and materials cost or a fixed fee cost.

It should be noted that with regard to contract pricing, federal and state regulations prohibit "cost plus percentage of cost" and "percentage of construction cost" methods of pricing. For the purpose of negotiating fees, the Consultant shall identify for consideration by the City customary costs related to the services indicated in Schedule A.

Section II. Billing Rates

Rates of payments shall be based upon the hourly rates provided in Schedule F.

Section III. Payment Schedule

Payments will be made on a monthly basis following requisitions provided by the Consultant as per Section V below.

Section IV. Reimbursable Expenses

The City shall pay the Consultant for reimbursable expenses, subject to the approval of the Director, Department of Planning & Development, and subject to the identification of such expenses as well as the appropriate copies of actual invoices for these expenses attached to a requisition submitted by the Consultant to the City. Reimbursable expenses shall be those costs incurred for printing documents, for travel related expenses, and for such specialized consultant or sub-consultant services as may be required in the performance of the work within Schedule A, Scope of Services, herein and shall be reimbursed to the Consultant at direct cost, with the exception that the Consultant may include a 5% mark-up for consultants or sub-consultant services. The letter of Authorization for each specific Project shall detail each reimbursable expense by line item.

Section V. Payment

Payment shall be made to the Consultant within thirty (30) days of submission by the Consultant to the City of a detailed requisition for payment describing the basic and extra services performed and identifying reimbursable expenditures incurred during the preceding period. The City shall have the right to review and approve the Consultant's requisition. Payment shall not be due the Consultant until his requisition has been approved.

Requisitions for Projects billed on a time and materials basis shall include the number of hours worked, the individual who worked these hours, hourly rates, material and overhead costs.

All requisitions submitted shall be accompanied by a detailed time record for time and material as well as the appropriate documentation for reimbursable expenses.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

- I. The Agreement shall take effect as of the date of execution and shall terminate one year after the date of execution.

- II. The Consultant shall complete the work set for the in Schedule A, Scope of Services, in an expeditious manner subject to expeditious reviews and approvals by the City. Where possible, the Consultant shall endeavor to perform the required work in advance of the schedule.

- III. Proposed project schedule for completion of Project Scope is as follows:
 - January-March 2023 – solicit proposals from qualified consultants.
 - March 2023 – contract with consultant.
 - June 2023 – Conceptual Design Draft Review
 - September 2023 – Completion of Scope of Work Part I
 - June 2024 – release of RFP for affordable housing development partner.
 - December 2024 – selection of affordable housing development partner/Completion of Scope of Work, Part II

SCHEDULE D

GENERAL REQUIREMENTS

The following Articles shall govern all work under or products of this Agreement unless specifically modified elsewhere.

ARTICLE 1. RESPONSIBILITIES OF THE CITY

1.1 Information to be provided to the Consultant.

1.1.1 The City shall furnish upon the Consultant's request all information in its possession necessary to the performance of the services required under this Agreement. It shall make and communicate to the Consultant as promptly **as possible its instructions and decisions.**

1.2 Action by the City

1.2.1 No written communication, notification, directive, approval, consent or acceptance by the City shall in any way relieve the Consultant from his/her professional responsibilities.

1.2.2 The City shall render all approvals required by this Agreement in writing to the Consultant, or it shall notify the Consultant in writing why such approvals are being withheld.

1.3 Waivers

1.3.1 The City shall render any modification or any waiver of any term or condition or breach of this Agreement in writing. Such waivers shall not waive any other term or condition or breach thereof.

ARTICLE 2. RESPONSIBILITIES OF THE CONSULTANT

2.1 Scope

2.1.1 The Consultant shall be responsible for the professional adequacy, technical accuracy and coordination of all of the data, illustrations, reports, zoning text and any other material or work furnished by him or his consultants, or subcontractors.

2.2 Assignability

2.2.1 The Consultant shall not assign, sublet or transfer any services, obligations, or interest in this Agreement without the prior written consent of the City.

2.3 Employment of Consultants

2.3.1 The Consultant may provide services in collaboration with either consultants or qualified associates. It shall be the Consultant's responsibility to engage and enter into agreements with said consultants to the extent needed, subject to qualifications found elsewhere in this Agreement.

2.4 Meetings

2.4.1 The Consultant shall attend conferences, meetings and hearings with the City as required in connection with any phase of work.

2.5 Time and Order of Services

2.5.1 The Consultant shall furnish the documents and provide the services required by this Agreement in the sequence set forth in this Agreement unless waived by the Director, Planning & Development. He shall insure prompt and continuous prosecution of the Project to the extent of his professional responsibilities.

2.6 Submissions

2.6.1 The Consultant shall submit the documents and materials required for the complete performance of this Agreement in the amounts and formats described in this Agreement.

2.7 Revisions

2.7.1 The Consultant shall make changes in, or revisions to documents as may be required by the City in order to accomplish the project in accordance with the work program. The City shall provide comments on submitted work products in a consolidated and timely manner. Any second or subsequent round of revisions requested on a single work product shall be treated as an Additional Service. For the purposes of this agreement, each submitted draft of a work product shall each be considered a separate work product.

2.8.1 Substantial Changes

2.8.1 The Consultant shall make substantial changes as an Additional Service when requested by the Director of Planning & Development in writing.

2.9 Consultant's Code Compliance

2.9.1 It is the Consultant's responsibility to see that all work submitted meets all applicable regulations, codes and/or professional standards in effect at the time the services are provided.

ARTICLE 3. TERMS

3.1 When used in this Agreement or any Schedule thereto, the following terms or phrases shall have the following meaning:

3.1.1 Except when used in connection with reimbursable expenses whenever in this Agreement the words "shall include" are used, they shall be construed to mean "shall include, but not to be limited to" unless there is specific language to the contrary.

3.2 Enumerations

3.3.1 Whenever in this Agreement there is an enumeration of items, such enumeration is not to be construed as restrictive, but shall include similar and reasonably related items.

ARTICLE 4. DOCUMENTS

All studies and materials prepared under this Agreement shall be the property of the City and at the termination of the Consultant's services, promptly turned over to the City. These items shall include, but not be limited to, originals of drawings, specifications, reports, etc.

The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement; and with respect thereto the Consultant agrees and hereby grants to the City an irrevocable royalty-free license to all such data which may be covered by the Consultant's copyright and to all designs as to which the Consultant may assert any rights or establish any claims under any patent or copyright laws. The Consultant shall not be responsible for changes made in the documents without the Consultant authorization, nor for the City's use of the documents if such use does not involve the services of the Consultant pursuant to this Agreement.

ARTICLE 5. NOTICES

Any notice, instruction, or other documents required of the Consultant by the City shall be in writing and shall be deemed to be properly given if delivered or mailed, postage prepaid, to the addresses recited in the Preamble to in this Agreement or if provided by email.

SCHEDULE E

CERTIFICATE OF AUTHORITY – BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on _____ at which all Directors were present or
waived notice, it was voted that, _____
(name)
of this company, be and hereby is authorized to execute contracts and bonds in the
name and behalf of said company, and affix its Corporate Seal thereto, and such
execution of any contract of obligation in this company.

A TRUE COPY

ATTEST (clerk or secretary)

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)
that _____ is the duly elected _____
(name of individual)
of said company, and the above vote has not been amended or rescinded and
remains in full force and effect as of _____, the date on which the
corporation’s authorized representative, named above, affixed his/her signature to
this contract.

Clerk or Secretary
(Corporate Seal)

Date

SCHEDULE F

RANGE OF HOURLY BILLING RATES

Principal	_____
Senior Management	_____
Project and Department Manager	_____
Others	_____

SCHEDULE G

PROFESSIONAL SERVICES WORK AUTHORIZATION FORM

Control Number

Date

Time

Building Street Address

Contact Person

Proposed Budget

Budget Code

Compensation:

Fee Type

() Lump Sum

Reimbursable Expenses Authorized

() Time and Materials Not to Exceed

SCOPE OF WORK:

The Consultant is requested to review the described work and determine a fixed fee or a fee based upon time and material cost as called for and return for authorization. Upon authorization by the Director of Planning & Development, the undersigned agrees to Perform its services in accordance with the Professional Services Contract Dated _____

Fee

Project Completion Date

Signature (Consultant)

You are hereby authorized to proceed with the work described herein this Professional Work Authorization and in accordance with the Professional Services Contract dated _____

Number

Signature

Date