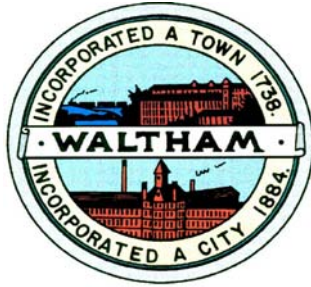


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

The Fernald Survey Project, 2016

The bid opening will be held: 10:00 AM THURSDAY SEPTEMBER 8, 2016

Table of Contents:

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Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30B the Purchasing Department of the City of Waltham hereby requests sealed bids for:

The Fernald Survey Project, 2016

Price Proposals will be received at the office of the Purchasing Agent, , City Hall, 610 Main Street, Waltham MA 02452, until:

10:00 AM THURSDAY SEPTEMBER 8, 2016

At which time and place the bids will be publicly opened and read.

Specifications and information available at the Purchasing Agent's Office or in the Waltham Purchasing Department web site at www.city.waltham.ma.us/open-bids

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:

BID FOR: FERNALD SURVEY, 2016

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

This request for proposals (RFP) seeks applicants to fulfill the visual and digital media components of a “recordation” survey at the former site of the Walter E. Fernald Developmental Center, a National Register Historic District.

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2016 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____

APPROVED AS TO FORM ONLY

Alex Green, Waltham Historic Commissioner
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided **ONLY** and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected.

All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY.

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document. Only equal or better grade specifications shall be considered by the City.

8. BID DEPOSITS.

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the following rating, which will apply to all Price, Technical, and Compliance requirements.

12. DISCOUNTS.

Discounts for prompt payments, based on City Pay Day, will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES.

The Waltham Purchasing Department may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that

samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

The contract obligation on behalf of the City is subject to prior appropriation of monies from the governmental body and authorization by the Mayor.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CORPORATION INFORMATION, are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so.

19. SELECTION CRITERIA: the attached DSB Application Form will serve as the technical evaluation tool and will be valid for 70 points of the total 100 possible points. The Remaining 30 points are assigned to the best price received. Therefore, THIS IS TWO (2) ENVELOPE SOLICITATION. IN THE FIRST ENVELOPE PLACE YOUR TECHNICAL RESPONSE AND THE COMPLETED DOCUMENTS IN THE COMPLIANCE SECTION. IN THE SECOND SEALED ENVELOPE PLACE YOUR COMPLETED BID PRICE SHEET

20. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer

of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

22. STABILITY of AGREEMENT *(if applicable)*:

Section 1. The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such term or condition and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the City.

Section 3. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and the remaining parts of provisions shall remain in full force and effect.

23. DELIVERIES *(if applicable)*:

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must

be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

24. LABELING *(if applicable)*.

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

25. GUARANTEES.

Unless otherwise stipulated in the specifications, equipment and similar durable items, provided as part of this solicitation, shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

26. SINGLE VENDOR.

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

27. BEST AND FINAL OFFER.

The Waltham Purchasing Department reserves the right to request best and final offers from one or more bidders. Best and final offer will be exercised should the CPO deem it is in the best interest of the Waltham Purchasing Department in order to obtain the best value.

28. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

29. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

30. TIE BREAK

In the event of a tie where both vendors were responsive and responsible the vendors with a tie agree to a coin toss to determine the winner. The Coin toss will be executed in the presence of both vendors and a witness from the Purchasing Office. The coin will be flipped by the Chief Procurement Officer in the presence of the two bidders. A written record of the process you used, including the results and the names of those participating. The low bidders shall sign an agreement stating that they will abide by the results of the tie breaker. As an alternative, you may allow for a "second round" between the tied vendors

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the United States of America and all agencies having jurisdiction.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period required to complete the project beginning on the date first placed by the Mayor's Signature.

7. INSURANCE

A. WORKMAN'S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY \$2,000,000

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability. The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452
General liability

8. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Agent may

require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

10. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

11. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

12. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the CPO PRIOR to the commencement of the change order work. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

TheWaltham Purchasing Department has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. ACTIVE REPARATION CLAIMS

Does your company or any of its Principals have an active reparation Claim with the City.

A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES _____, NO _____ (circle or check applicable).
If YES Please explain the nature of the claim, date of the claim and City Department

(Add an additional page if necessary)

21. REVISED MBE/WBE GOALS FOR, (if applicable), CERTAIN STATE FUNDED BUILDING PROJECTS ONLY

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office (“SDO”) (formerly SOMWBA) and the Division of Capital Asset Management (“DCAM”) have set revised participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

14.4% combined MBE/WBE participation on construction contract awards;
Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation. The SDO and DCAM will determine whether there is reasonable

participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

22. THE CITY OF WALTHAM EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law.

In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to

the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246 as amended; The Genetic Information Nondiscrimination Act of 2008 and such other federal, state and local non-discrimination laws as may apply.

23. BUY RECYCLING REQUIREMENTS

The City of Waltham's Buy Recycling Procedure follows the EPA's Comprehensive Procurement Guideline (CPG) program promoting the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacturing of new products. The City requires that the purchase of products and material supplied by subcontractors originate, as often as practical, from the recycling of previously used materials.

Specifications

This solicitation seeks applicants to fulfill the visual and digital media components of a “recordation” survey at the former site of the Walter E. Fernald Developmental Center, a National Register Historic District, as outlined in the Memorandum of Agreement Between the Massachusetts Division of Capital Asset Management and Maintenance, the City of Waltham, and the Massachusetts Historical Commission (hereafter “MoA”) Section V (see attached), and the Fernald Survey Project grant from the Community Preservation Commission of the City of Waltham.

The Fernald Survey Project will be the first effort of a survey plan to provide a comprehensive assessment of the buildings and grounds, and will be made available by the City of Waltham. The Walter E. Fernald Development Center was the oldest public institution for the care of people with disabilities in the western hemisphere. The property was acquired by the City of Waltham in late 2014 with CPA-supporting funds and free cash reserves. Per the conditions of the Community Preservation Act (CPA) and the Memorandum of Agreement of sale, the City of Waltham is responsible for long-term stewardship of this historic property. The site consists of dozens of historically significant structures and landscapes in varying conditions.

Specifically, the City of Waltham seeks a qualified applicant with:

- (1) Extensive experience in digital media, including, but not limited to, photographic documentation, digital film, aerial photography, structural photography, website development for public and institutional use, data management, digital archive development.
- (2) A proven track record of digital interpretation of historic structures and their associated histories.
- (3) Broad experience (international, national, and local) experience documenting abandoned institutional/medical facilities.
- (4) Extensive experience working with corporate, non-profit, and/or municipal organizations dedicated to documenting and presenting historical material in easily accessible and interpreted formats.
- (5) An ability to seamlessly onboard expert members of an existing team to fulfill the unique aspects of recordation required by this grant.

The selected applicant will demonstrate an ability to work with an appointed designee of the Waltham Historical Commission who will simultaneously revise, write, and investigate the documented history of the institution. The applicant will work to combine their visual digital media with the written work of the commission and existing documentary material in order to satisfy the conditions of the recordation plan according to the Community Preservation Coalition grant that funds this work.

Specifically, the City of Waltham does not seek applicants whose primary work is predominately historic preservation planning or engineering, since the documentary historical analysis of the site will be completely by the Waltham Historical Commission. Rather, we seek qualified applicants who meet the above conditions from the standpoint of digital media, information architecture, and visual data analysis with a public interpretive focus.

Goals

The goals to be fulfilled by this work, within the Memorandum of Agreement, are as follows:

- Provide citizens and government officials of the City of Waltham with a more complete written and visual understanding of the current condition and character-defining attributes of the National Historic Register District and all of its contents within a historic context, including interior structural photography, aerial views of roof conditions, and other structural elements as they relate to the Secretary of Interior Standards for Historic Preservation.
- Satisfy the visual survey conditions outlined in Section V of the Memorandum of Understanding between the city, DCAMM, and MHC, specific to the twenty (20) buildings under impending demolition.
- Create an up-to-date repository of historic visual documentation for all structures and landscapes of the National Historic Register District, providing an accurate representation of the property to community stakeholders responsible for the long-term stewardship of the district.
- To work with the designee of the Waltham Historical Commission to make this repository publicly available for institutional use by the City of Waltham.
- To fully assess the current conditions of the property as received over a year after acquisition from the Commonwealth of Massachusetts.
- To ascertain proper future steps for preserving the National Historic District, including the possibility of National Historic Landmark or National Historic Landscape status, available grants, and possibilities for restoration and use.
- To provide a summary document of the history of the property guiding future use.
- The project shall be **completed 180 days** from the date of the Notice-to-Proceed.
- Place in your technical response envelope samples of your Digital/historic work
- Include resumes of your personnel involved in this project as well as a sample of previous web sites created for the purpose of creating historic digital records

Applicant Resources

Applicants are expected to allocate or onboard expert resources with a proven ability to deliver in the following distinct areas:

- Aerial and sub-structural photographic documentation
- Recorded Audio Interviews/Archive development
- Mapping
- Digital production and interpretation (website)
- On-site consultation
- Interior historic photography

Historic Landscape Analysis

Memorandum of Agreement

Section V excerpt

[Documentation] by photographs and narratives in accordance with a “recordation plan” that satisfies all of the following:

1. Provides for documentation of the historical processes that shaped the organization, design, and history of the Fernald Developmental Center. (The nomination of the Fernald State School to the National Register by MHC is sufficient documentation.)
2. Contains photographs and documentation of the character-defining attributes.
3. Provides that copies of the resulting documentation are made available to WHC.”

Compliance

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package**.

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

Check when Complete

- Non-collusion form and tax compliance form..... _____
- Corporation Identification Form..... _____
- Certificate of Vote Authorization..... _____
- Three (3) References..... _____
- Workman's and General Liability Insurance..... _____
- Debarment Certificate _____

Your Company's Name: _____

Service or Product Bid _____

NOTE:

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

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 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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

(Signature of person signing bid or proposal)

(Name of business)

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

BID PRICE FORM

Follows

**PLACE THIS COMPLETED FORM IN A SEPARATE SEALED ENVELOPE MARKED:
"PRICE FORM FOR THE FERNALD SURVEY"**

PRICE SHEET

The company listed below offers the fixed not-to-exceed price for the service described within this document for:

BASE BID \$ _____

Company Name: _____

Address: _____

Tel No.: _____ **Email Address:** _____

Authorized Signature: _____

Print Name and Title of Signatory: _____

Date: _____

Bidder Acknowledge Receipt of Addendum No. (s): _____, _____, _____, _____, _____, _____.

ATTACHMENTS

MEMORANDUM OF AGREEMENT
BETWEEN
THE MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND
MAINTENANCE, THE CITY OF WALTHAM,
AND THE MASSACHUSETTS HISTORICAL COMMISSION

WHEREAS, the legislature has authorized the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to enter into a disposition process to dispose of the approximately 180+/-acre Walter E. Fernald Developmental Center Disposition Parcel (Parcel) located in the City of Waltham, MA (City) to the City; and

WHEREAS, the Parcel contains ninety-three (93) structures and landscape features constructed between the years of 1891 and ca.1990; and

WHEREAS, the City will have the right to develop the Parcel by and through private development for uses deemed appropriate by the City and subject to all federal, state and local permits and approvals; and

WHEREAS, the Parcel is listed in the State and National Registers of Historic Places as the Walter E. Fernald State School Historic District, a district listed as part of the Massachusetts State Hospitals and State Schools Multiple Property Listing; and

WHEREAS, the following buildings, structures and landscapes within the Parcel are listed as contributing resources in the District:

Building 1, Waverly Hall (1891); Building 2, North Building (1897); Building 3, Activity Center (1891); Building 4/5, Schoolhouse/Gymnasium (1891); Building 6, Chipman (1892); Building 7, North Nurses' Home (1904); Building 8, Waverly Hall Lawn (ca.1891); Building 9, East Nurses' Home (1906); Building 10, Manual Training (1904); Building 11, Warren Hall (1906); Building 12, South Nurses' Home (1907); Building 13, Thom Building (1952); Building 14, Power Plant (1921); Building 15, Main Garage (1932); Building 16, Storehouse (1891); Building 17, Cottage #17 (1925); Building 18, Cottage #18 (1925); Building 19, Cottage #19 (1925); Building 20, Cottage #20 (1925); Building #21, Southard Research Laboratory (1921); Building 22, Laundry (1928); Building 23, Lavers Hall (1914); Building 24, Maintenance (1930); Building 27, Engineer's Storage (ca.1930); Building 28, Barn Foundation (ca.1900); Building 29, Shed (ca.1920); Building 32, Tarbell Hall (1934); Building 33, West Building (1889-1890); Building 34, Belmont House (1890); Building 35, Seguin Hall (1934); Building 36, MacDougall Hall (1898); Building 37, Dolan Hall (1906); Building 38, West Nurses' Home (1906); Building 39, Wheatly Hall (1933); Building 40, Food Service Building (1931); Building 41, Howe Hall (1931); Building 42, East Dowling Hall (1906); Building 43, Hillside Cottage (1904); Building 44, Hillside Cottage Garage (1912); Building 45, Baldwin Cottage (ca.1900); Building 46, Wallace Hall (1936); Building 47, Administration (1933); Building 49, Hospital/S.Bowne (1893-1907); Building 51, Trapelo Cottage (ca.1860); Building 53, Cardinal Cottage (ca.1850); Building 59, Cast Iron Fence (ca.1890); Building 90, Shed (ca.1920); Building 91, Activity Center Lawn (ca.1891); and

WHEREAS, the following buildings and structures within the Parcel are listed as non-contributing resources in the District or were not included in the National Register Nomination:

Building 25, Greenhouse (ca.1940); Building 26, Electric Substation (ca.1960); Building 30, Shed (ca.1970); Building 31, Garage (ca.1950); Building 48, Farrell Hall (1960); Building 50, Greene Unit (1953-54); Building 52, Trapelo Cottage Garage (1930); Building 54, Garage (1947); Building 55, Garage (ca.1950); Building 56, Garage (1930); Building 57, Garage (1955); Building 58, Electric Sub Station (ca.1960); Building 60, Kelley Hall (1969); Building 61, Activities Center (1980); Building 62, Withington Center (1979); Building 63, Eunice Shriver Center (1967); Building 64, Cottage #5 (1976); Building 65, Cottage #6 (1976); Building 66, Cottage #7 (1976);

Building 67, Cottage #8 (1976); Building 68, Cottage #9 (1976); Building 69, Cottage #10 (1976); Building 70, Cottage #11 (1976); Building 71, Cottage #12 (1976); Building 72, Cottage #13 (1976); Building 73, Cottage #3 (1976); Building 74, Cottage #4 (1976); Building 75, Brookside (1981); Building 76, Woodside (1981); Building 77, Site 5 (1980); Building 78, Open Pavilion (ca.1970); Building 79, Shed (ca.1970); Building 80, Shed (ca.1970); Building 81, Garage (ca. 1930); Building 82, Shed (ca.1970); Building 83, Malone Park 1 (ca.1990), Building 84, Malone Park 2 (ca.1990); Building 85, Malone Park 3 (ca.1990); Building 86, Malone Park 4 (ca.1990); Building 87, Pool/Playground (ca.1960); Building 88, Chapel (1960); Building 89, Electric Sub Station (ca.1960); the Gazebo (ca. 1985); Shed (ca. 1974); Malone Park Comfort Station (ca. 1990); and

WHEREAS, the following contributing buildings and structures within the Parcel have been identified as in extremely poor condition making rehabilitation unlikely or are no longer extant:

Building 1, Waverly Hall (1891); Building 3, Activity Center (1891); Building 6, Chipman (1892); Building 17, Cottage #17 (1925); Building 18, Cottage #18 (1925); Building 29, Shed (c.1920) Building 33, West Building (1889-1890); Building 39, Wheatly Hall (1933); Building 42, East Dowling Hall (1906); Building 44, Hillside Cottage Garage (1912); Building 49, Infirmary/Stephen Bowne Hall (1893, 1901, 1907); Building 90; Shed (wood; c.1920); and

WHEREAS, the City may prepare and issue a Request for Proposals (RFP) for the sale or lease and redevelopment of the Parcel; and

WHEREAS, the transfer by disposition of the Parcel constitutes a project undertaken by a State agency pursuant to 950 CMR 71.03 and is a project for which DCAMM and the City have sought the comments of the Massachusetts Historical Commission (MHC) pursuant to M.G.L. Chapter 9, Section 26-27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00); and

WHEREAS, MHC has determined that the proposed project will have an adverse effect on the historic property pursuant to 950 CMR 71.05(e) through the disposition of a State Register property; and

WHEREAS; no feasible or prudent alternative exists to eliminate the adverse effect of the proposed disposition; and

WHEREAS, MHC has determined to accept the adverse effect of the disposition of the Parcel in consideration of the mitigation alternatives described herein; and

WHEREAS, MHC, DCAMM and the City agree, and the Waltham Historical Commission (WHC) hereby concurs, that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the disposition of the Parcel in compliance with M.G.L. Chapter 9, Section 27C.

STIPULATIONS

DCAMM and the City shall ensure that the following measures are carried out in coordination with MHC and WHC, as set forth below:

I. Redevelopment of the Disposition Parcel

A. The City is encouraged to include historic preservation in any redevelopment process. Options for redevelopment of the Parcel which incorporate historic preservation should take into account the following principles of reuse planning:

1. Preservation of the character-defining features of the contributing buildings, structures and landscapes on the Parcel should be encouraged where feasible.

2. If it is determined that it is not feasible to preserve all of the character-defining features of the contributing buildings, structures and landscape features on the Parcel, the feasibility of preserving character-defining features of portions of the contributing buildings, structures and landscape features will be examined and encouraged where feasible.
3. Rehabilitation of contributing buildings, structures and landscape features on the Parcel should be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties, (hereinafter "Standards").
4. Rehabilitation of buildings identified as in extremely poor condition in this MOA will be encouraged, but demolition of the buildings may proceed provided each demolition complies with Stipulation V.

II. Marketing Plan and Request for Proposals

- A. Notwithstanding any provisions of this MOA, the City will have full marketing authority for the Parcel and will make all final marketing decisions. The City will consult with MHC and WHC on developing a marketing plan for the Parcel which shall include the following elements:
 1. An advertising plan and schedule for publicizing the availability of the RFP.
 2. An initial distribution list for notice of availability of the RFP which will include any contacts offered by MHC and WHC.
 3. A schedule for receiving and reviewing submissions in response to the RFP.
- B. The City will provide a draft marketing plan to MHC and WHC. MHC and the WHC will have fourteen (14) days to review and comment on the draft marketing plan. If MHC or WHC does not find the draft marketing plan acceptable, the City will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and WHC and will submit a final marketing plan. Before implementation, MHC and WHC will have seven (7) days to review and comment on the portions of the final marketing plan which address issues of historic preservation. In the event MHC and WHC do not provide initial comments on the draft marketing plan within 14 days or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC and WHC. It is understood that the content of the marketing plan shall not require approval of MHC or WHC.
- C. Concurrent with the development of a marketing plan, the City will prepare the RFP for the disposition of the Site. The City will consult with MHC and WHC on developing the RFP which shall include the following elements:
 1. An appendix to the RFP that includes the National Register Nomination form and the Historic Resources Existing Conditions Memorandum compiled by Epsilon Associates. The appendix should refer to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs.
 2. A photograph and parcel map of the Parcel.
 3. Reference to the points listed under I.A. of this MOA. The RFP as a whole will make a good faith effort to generate interest in the preservation of what MHC has defined as the historic character of the Parcel.
- D. The City will provide a confidential draft RFP to MHC and WHC. MHC and WHC will have fourteen (14) days to review and comment on those portions of the draft RFP which address issues of historic preservation. Before issuance of the final RFP, MHC and WHC will have seven (7) days to review and comment on the portions of the final RFP which address issues of historic preservation. In the event MHC and WHC do not provide initial comments on the draft RFP within 14 days or comments

on the final RFP within 7 days, the RFP shall be deemed acceptable to MHC and WHC. It is understood that the content of the RFP shall not require approval of MHC or WHC. It is further understood that MHC and WHC will not share any portion of the RFP with anyone prior to the time the RFP is made publicly available by the City.

- E. The marketing effort shall be continued for no less than three months from the date of the issuance of the RFP. Issuance shall occur when the notice of availability of the RFP is published in the Central Register.
- F. The City will schedule a Bidder's Conference for prospective developers to occur at the midpoint of the marketing effort during which MHC and WHC will have the opportunity to present information and to answer questions from prospective developers.
- G. Once proposals from developers are received by the City in response to the RFP, MHC and WHC shall be afforded the opportunity to comment on the proposals and to provide these comments in writing to the City prior to any interviews which the City may conduct with any of the developers. If, after a consultation period of no more than thirty (30) days with MHC and WHC regarding the applicability of the Standards to the proposals and taking into consideration MHC and WHC comments during any interviews which the City may conduct with any of the developers during the RFP marketing period, the City, in their sole determination, have received no proposals that are feasible and acceptable that provide for rehabilitation or new construction in conformance with the recommended approaches in the Standards, they will convey their conclusions to MHC and WHC.
 - 1. For all buildings, structures and landscape features for which there is no preservation proposal that is feasible and acceptable to the City, then the City or any new owners of any part of the Parcel or any other person may proceed, subject to any other applicable reviews and permits, with demolition of buildings and structures or rehabilitation or new construction that does not conform to the Standards following completion of photographic recordation and documentation as stipulated in Section V.

III. New Construction

- A. The City shall encourage new buildings and structures that are sympathetic or compatible to what MHC has determined to be character-defining attributes of the contributing buildings, structures and landscape features on the Parcel.
- B. If new construction is proposed on previously undisturbed land within the Disposition Parcel, the City shall consult with the MHC to determine if an archaeological survey is required prior to any ground disturbing activities are undertaken on the land.
- C. If construction or modifications to the landscape are proposed in the vicinity of the West Building, an archaeological survey must be conducted in the area identified in the National Register Nomination as "a small area...enclosed by a decorative wrought iron fence" to determine if an unmarked cemetery is present that should be avoided.

IV. Exempted Activities

- A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Parcel and are exempted from further review by MHC, including comments in any environmental review process:
 - 1. Resurfacing, maintenance, repair or improvement of existing parking lots, roads and driveways.
 - 2. Repair, replacement or improvements to infrastructure, i.e. heating and electrical systems, sewer, water, ventilation systems or plumbing.

3. Maintenance work such as painting, repair or replacement of substantially in-kind architectural elements.
4. All interior work.
5. Demolition or alteration of non-contributing structures.
6. New construction on the Parcel within existing building sites that is consistent with the design guidelines set forth in Section III.

V. Photographic Recordation and Documentation

- A. Prior to demolition of any contributing building or structure, substantial new construction or other major change to any part of the Parcel, the City shall require that the buildings and structures on that part of the Parcel are documented by photographs and narratives in accordance with a "recordation plan" that satisfies all of the following:
1. Provides for documentation of the historical processes that shaped the organization, design and history of the Fernald Developmental Center. (The nomination of the Fernald State School to the National Register by MHC is sufficient documentation.)
 2. Contains photographs and documentation of the character-defining attributes.
 3. Provides that copies of the resulting documentation are made available to WHC.

VI. Historic Rehabilitation Tax Credits

- A. Rehabilitation of buildings and landscape features that contribute to the National Register District may qualify for State and/or Federal tax credits. The City shall encourage any third party developer to consult with MHC and the National Park Service to determine if the buildings are eligible for tax credits and if the proposed work meets the Secretary of the Interior's Standards for Rehabilitation allowing for the award of tax credits.

VII. Modifications

Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71 to consider such amendment or modification.

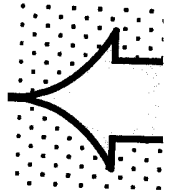
Executed on this 18 day of DECEMBER, 2014.

City of Waltham

By: Jannette G. McCaig
Title: MAYOR

Division of Capital Asset Management and Maintenance (DCAMM)

By: _____
Title: _____

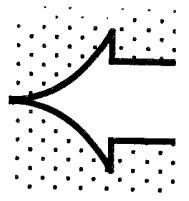


Massachusetts Historical Commission (MHC)

By: _____
Title:

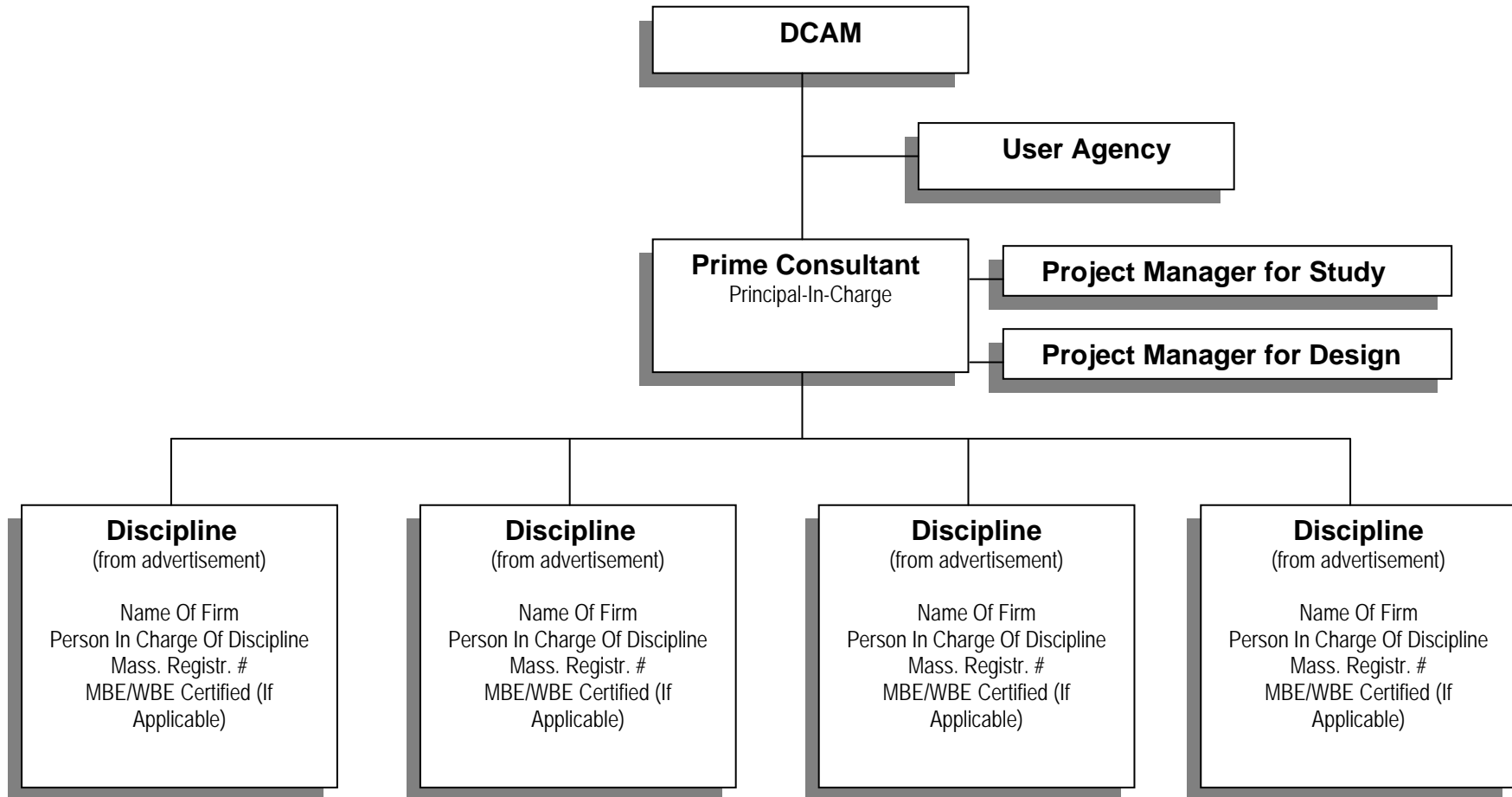
Waltham Historical Commission (WHC)

By: Samuel Alexander Green 12/18/14
Title:



Commonwealth of Massachusetts DSB Application Form (Updated February 2013)	1. Project Name/Location for Which Firm is Filing:		2a. DSB # Item #								
	2b. Mass. State Project #										
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)									
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:									
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:									
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: _____ Telephone No: Fax No.: _____		3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>									
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):											
Admin. Personnel	_____	()	Ecologists	_____	()	Licensed Site Profs.	_____	()	Other	_____	()
Architects	_____	()	Electrical Engrs.	_____	()	Mechanical Engrs.	_____	()	_____	_____	()
Acoustical Engrs.	_____	()	Environmental Engrs.	_____	()	Planners: Urban./Reg.	_____	()	_____	_____	()
Civil Engrs.	_____	()	Fire Protection Engrs.	_____	()	Specification Writers	_____	()	_____	_____	()
Code Specialists	_____	()	Geotech. Engrs.	_____	()	Structural Engrs.	_____	()	_____	_____	()
Construction Inspectors	_____	()	Industrial Hygienists	_____	()	Surveyors	_____	()	_____	_____	()
Cost Estimators	_____	()	Interior Designers	_____	()	_____	_____	()	_____	_____	()
Drafters	_____	()	Landscape Architects	_____	()	_____	_____	()	Total	_____	()
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No											

6. List **ONLY** Those Prime and Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm and Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Confine responses to the space provided on the Form and limit Resumes to ONE person per discipline requested in the Advertisement. <u>Include Resumes of Project Managers</u>. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project
h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs(Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible.
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address and Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C. *	Project Name, Location and Principal-In-Charge:	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, or Estimated if Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																							
Be specific – No Boiler Plate																																								
11.	Professional Liability Insurance: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 20%;">Policy Number</td> <td style="width: 20%;">Expiration Date</td> </tr> </table>								Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
Name of Company	Aggregate Amount	Policy Number	Expiration Date																																					
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																							
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>								Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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c.				f.																																				
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>								Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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b.				e.																																				
c.				f.																																				
15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 20%;">Name and Title</td> <td style="width: 10%;">% Ownership</td> <td style="width: 10%;">MA Reg.#</td> <td style="width: 10%;">Status/Discipline</td> <td style="width: 20%;">Name and Title</td> <td style="width: 10%;">% Ownership</td> <td style="width: 10%;">MA Reg.#</td> <td style="width: 10%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>								Name and Title	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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b.				e.																																				
c.				f.																																				
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.																																							
Submitted By (Signature) _____ Printed Name and Title _____ Date _____																																								

The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.

DSB S-CA	Commonwealth of Massachusetts Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT
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Project: _____

Applicant Designer: _____

Sub-consultant: _____

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Print Name and Title

Date _____

It is a requirement that all applicants supply this document signed, attached to the application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. One copy must have an original signature. Electronic signatures are accepted.