

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON PUBLIC SCHOOLS

REQUEST FOR PROPOSAL:

PIANO TUNING, MAINTENANCE & REPAIR SERVICES PROVIDER

RFP #24-62

Proposal Opening Date: April 11, 2024 10:00 a.m.

March 2024

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #24-62**

The City of Newton (City) invites sealed proposals pursuant to M.G.L. c.30B, §6 for:

PIANO TUNING, MAINTENANCE & REPAIR SERVICES PROVIDER

Proposals will be received until: **10:00 a.m., April 11, 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., March 21, 2024.**

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 from the date of contract execution through April 30, 2025. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation 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.

The awarded Contractor will be expected to successfully pass both a CORI (Criminal Offender Record Information) and SORI (Sex Offender Registry Information) background check.

Note that Massachusetts law imposes certain documentation requirements for public contracts, including but not limited to, contractor DCAMM certification, bid, performance and payment bonds, and non-collusion and tax certifications. A contract is not effective until it is signed by the City Mayor, and the Mayor will not sign until all documentation requirements have been met. Once an award is made, a contract must be executed promptly so the City can start scheduled work. The City cannot pay for work done without a contract. If a vendor unduly delays submitting all required paperwork, the City will be under no obligation to pay a vendor promptly even after a contract is effective, it could bar the vendor from future bids as not responsible and may require the City to obtain services from another vendor or contractor.

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
March 21, 2024

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #24-62

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for a piano tuning services, maintenance and repair for the Newton Public Schools (NPS), comparative judgments relating to proposers' background, experience and professional history, in addition to price, will be necessary. The City will therefore select the most advantageous proposal in accordance with M.G.L. c. 30B, §6 from the proposals received.

The successful proposer must have at least ten years of experience providing comparable Piano Tuning services to city/town school districts, educational institutions or other related industries as described under Scope of Services. Additional requirements are set forth in this RFP.

1. Newton Public Schools is seeking a Registered Piano Technician (RPT) for on-demand and scheduled tuning and continued maintenance of approximately 57 pianos across 22 buildings in the district.
2. The project scope requires an RPT recognized by the Piano Technicians Guild. A proposer should be able to provide exemplary tuning skills, on-site general repairs, and restoration services when needed. Additionally, a proposer needs to have excellent communication and interpersonal skills in working with a variety of personnel across the City (arts administrators, music faculty, custodians, etc.)

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 its Technical and Price Proposals.

II. SCHEDULE

Key Dates for This Proposal:

March 21, 2024 at 10:00 a.m.	RFP Released
March 29, 2024 at 12:00 p.m.	Proposer questions deadline
April 11, 2024, at 10:00 a.m.	Proposal Submittal Date
April 24-26, 2024	Proposer Interviews
May 3, 2024	Evaluations Completed*
May 6, 2024	Contract Award*

*Estimated

It is anticipated that Tuning services will begin on or around May 1, 2024.

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

(a) **“Technical Proposal, RFP #24-62 – Piano Tuning, Maintenance & Repair Services Provider”**

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 (p. 11 below), and with all documents referenced therein attached.

Technical Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the specific page number, which provides the documentation demonstrating they have met each of the criteria listed. Simply stating that you can meet the criteria will not deem your RFP responsive; you must provide documentation that demonstrates your ability to meet the criteria.

Faxed or emailed proposals will not be accepted.

Addenda, if any, 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) Original copy of the **Price Proposal** must be submitted in a sealed envelope, plainly marked:

(b) **“Price Proposal, RFP #24-62 – Piano Tuning, Maintenance & Repair Services Provider”**

along with your company name on the front of the envelope. The Price Proposal shall be submitted on **Attachment A** Price Proposal (p. 10 below).

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 be arranged through NPS. 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., April 11, 2024.

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., March 21, 2024.** 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 your company's: name, address, phone and fax number and include the RFP NUMBER (#24-62), if you would like to be recorded as taking it 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 be incorporated into the final contract documents.

6. Contract and Term. The term of the awarded contract **shall extend from date of contract execution, through April 30, 2025.** The City, at its sole discretion, shall have the option to renew this contract for **two (2) additional one (1) year terms**, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding.

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.

IV. BACKGROUND

Newton Public Schools is seeking an RTP for on-demand and scheduled tuning and continued maintenance of approximately 57 pianos across 22 buildings in the district. Proposers should be able to provide exemplary tuning skills, on-site general repairs, and restoration services when needed. Additionally, they must have excellent communication and interpersonal skills in working with a variety of personnel across the City (arts administrators, music faculty, custodians, etc.)

V. SCOPE OF WORK

NPS is seeking proposals for regular maintenance of its piano inventory. “Proposals shall cover services including, but not limited to tuning, basic maintenance, regulation, structural integrity, emergency repairs and restoration.”

It shall be the responsibility of the awardee to:

- Tune and maintain all NPS pianos.
 - Annual Tuning and Repair Service Schedule: The selected proposer will be required to provide one (1) annual tuning and repair service to every piano owned by NPS, scheduled before the start of the school year in September.
 - In addition to the annual schedule for one (1) tuning and/or repair service per piano as described above, school designees and/or school administration may request additional tuning and/or repair service if necessary. Most elementary schools have approximately one (1) to two (2) pianos that typically require 3-4 times per year per piano. The middle schools have approximately three (3) pianos each, that typically require five (5) or six (6) per tunings per Piano. Newton North High School (NNHS) has six (6) pianos and Newton South High School (NSHS) has eight (8) pianos. These pianos require more tuning throughout the year and will have scheduled tuning due to performances.
 - NPS makes no guarantees as to the number of tunings that will be required throughout the contract term.
 - The selected proposer shall make every attempt to obtain the lowest price for the materials to which a 15% percentage mark-up may be applied.
 - The quality of all work must meet or exceed the industry standards.
 - The selected proposer must maintain a log of all piano tuning and maintenance services performed on NPS pianos.
- Prioritize and coordinate scheduling of all piano services.
 - Richard King, Fine Arts Coordinator, K-8
 - Todd Young, Department Head, Fine and Performing Arts, NNHS
 - Talia Brown, Department Head, Fine and Performing Arts, NSHS
- Proposers must be RPTs in the Piano Technician’s Guild.
- The schedule includes:
 - General ongoing maintenance:
 - All pianos must be tuned prior to the first day of school in September.
 - Tuning as needed throughout the school year.
 - Request for tuning and/or maintenance prior to a scheduled production.
 - The respondents shall provide a rate per tuning, and an hourly rate for maintenance/repairs.

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 five (5) Comparative Criteria listed below. 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 Purchasing Department 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) Proposer demonstrates direct experience with tuning and maintaining pianos in at least five (5) school districts.
 - b) 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.)
 - c) Resumes of dedicated professional team.
 - d) A minimum of three (3) satisfactory references of the proposer.
 - e) Qualifications of the proposer as they relate to tuning, maintaining and repairs of upright and baby grand pianos.
- 3) Narrative description of proposed strategy to meet expectations of the Scope of Work, 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 Scope of Work deliverables. Tuning requests turnaround time as well as maintenance/repair turnaround time.
- 6) In addition, proposers shall provide with their Technical Proposals the following completed provided 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. Experience:

Highly Advantageous: The proposer must be a RTP with more than ten (10) years of experience, educational background, and work experience necessary to successfully tune, maintain and repair all pianos within NPS.

Advantageous: The proposer must be a RTP with more than five (5) but less than ten (10) years of experience, educational background, and work experience necessary to successfully tune, maintain and repair all pianos within Newton Public Schools.

Not Advantageous: The proposer is not a RTP or has less than five (5) years of experience, educational background, and work experience necessary to successfully tune, maintain and repair all pianos within Newton Public Schools.

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

2. Knowledge:

Highly Advantageous: The proposer provides five (5) examples of similar projects they have completed, a comprehensive and feasible proposed method, and exceptional examples of completed projects of similar scope and scale.

Advantageous: The proposer provides less than five (5) examples of similar projects they have completed, a feasible proposed method, and examples of completed projects of similar scope and scale.

Not Advantageous: The proposer provides less than two (2) examples of a similar project they have completed but not of a similar scope and scale.

Unresponsive: The proposer did not provide any examples of similar projects completed.

3. Timeliness of Response Time:

Highly Advantageous: The proposer is able to respond to tuning, maintenance or repair requests of the utmost urgency within twenty-four (24) hours. All other tuning requests, maintenance or repair requests within forty-eight (48) hours, except for those that are scheduled.

Advantageous: The proposer is able to respond to tuning, maintenance or repair requests of the utmost urgency within twenty-four (24) hours. All other tuning requests, maintenance or repair requests within seventy-two (72) hours.

Not Advantageous: The proposer is not able to respond to tuning, maintenance or repair requests of the utmost urgency within twenty-four (24) hours.

Unresponsive: The proposer cannot commit to any timeframe.

4. Quality of References (Minimum of 3):

One member of the Evaluation Committee will check all references of all proposers 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: proposer lacks references.

5. Interviews (The City may, as an additional Comparative Criterion, request interviews to take place. Interview travel expenses are to be paid by the proposer, not by the City.):

Highly Advantageous: Proposer for this project was present, clearly stated a plan of action, demonstrated excellent communications skills, and successfully responded to all questions from the Evaluation Committee.

Advantageous: Proposer for this project was present, outlined a plan of action, demonstrated excellent communication skills, and successfully responded to most of the questions from the Evaluation Committee.

Not Advantageous: Proposer for this project was present but did not present a plan of action and/or was unable to communicate effectively or did not successfully respond to questions from the Evaluation Committee.

Unresponsive: Proposer did not attend the interview.

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

PIANO TUNING, MAINTENANCE & REPAIR SERVICES PROVIDER

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 #24-62 – Piano Tuning, Maintenance & Repair Services Provider

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

TO THE AWARDING AUTHORITY:

The undersigned proposes to undertake the requirements of the assigned Scope of Work outlined below while meeting the Minimum Criteria required.

The Proposer’s Price Proposal is as follows:

\$_____ per piano tuning x 200¹ = total tuning (Price Proposal) \$_____

In addition, the proposer agrees to provide maintenance/repairs services at an hourly rate of \$_____. The maintenance/repairs services hourly rate will NOT be included in the Price Proposal.

The Contractor shall make every attempt to obtain the lowest price for the materials to which a 15% mark-up may be applied.

The undersigned certifies that its proposal fully complies with all the requirements of RFP #24-62.

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.

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

¹ This is the City’s best estimate of the number of turning needed for its 57 pianos based on prior experience. Actual number of tunings may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth above.

ATTACHMENT B

**PIANO TUNING, MAINTENANCE & REPAIR SERVICES PROVIDER
TECHNICAL PROPOSAL COVER SHEET**

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

“Technical Proposal, RFP #24-62 – Piano Tuning, Maintenance & Repair Services Provider”

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

Additional Technical Proposal Submission Documents duly completed and signed.

- 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)

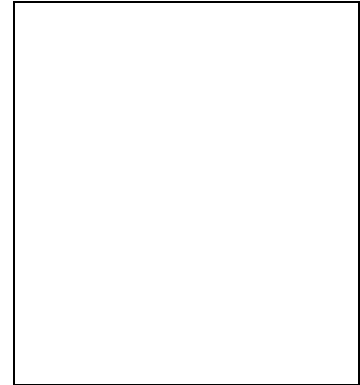
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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) ▶	X 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.

Social security number : : : : : : : : :	or
Employer identification number : : : : : : : : : : : : : : :	

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

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. 24-62

Piano Tuning, Maintenance & Repair Services Provider

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.

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-Four 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 Contractor shall perform all services and tasks in the City of Newton’s Request for Proposal No. 24-62, the Contractor’s response thereto, and as set forth 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-CONTRACTOR Agreement;
 - b. The City's Request for Proposal #24-62 issued by the Purchasing Department;
 - c. The Project Manual for Piano Tuner, Maintenance & Repair Service Provider including Scope of Work, Certificate of Authority, Compensation of Method of Payment , and if included or referenced therein, any Standard Terms and Conditions or Special Conditions.
 - d. Addenda Number(s) _____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

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

- 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 contract execution through April 30, 2025**. The City shall have the option, at its sole discretion, to renew this contract for one (2) additional one (1) year term, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

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 Contractor and amount not to exceed \$_____. The not to exceed amount shall only be increased by a duly executed change order. Payments to the Contractor 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 Contractor 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 Contractor 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 Contractor. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Contractor 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 CONTRACTOR.

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 Contractor 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 Contractor to perform the work called for in this Agreement.

VIII. INTEREST OF CONTRACTOR. The Contractor 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 Contractor 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 Contractor, 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 Contractor under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor fails to fulfill in a timely manner its obligations under this Agreement, or if the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor is a sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.
- 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-Contractor 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 _____
Assistant Superintendent, CAFO
Date _____

Affix Corp Seal Here

City funds in the amount of \$ _____
are available in account number:
94508090-524080
I further certify that the Mayor, or her designee,
is authorized to execute contracts and approve
change orders.

Approved as to Legal Form and Character
By _____
Associate City Solicitor
Date _____

CONTRACT APPROVED

By _____
Comptroller of Accounts

By _____
Mayor or designee

CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

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

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

SCHEDULE B

COMPENSATION AND METHOD OF PAYMENT

Section I. Method of Determining Compensation

A tuning log will be provided at each piano in the district. Contractor must initial and date when piano is tuned and/or repaired.

Section II. Billing Rates

Rates of payments shall be based upon the hourly rates provided in Schedule F and cannot be changed at any time for the life of the contract.

Section III. Payment Schedule

Payments will be made on a monthly basis following invoices provided by the Contractor as per Section IV below.

Section IV. Payment

Contractor must submit detailed electronic invoices monthly to NPS for payment describing the basic and extra services performed and identifying reimbursable expenditures incurred during the preceding period. School Name must be included on the invoices.

- Procedures for Repairing Pianos:
 - Repairs Costing Less than \$350.00: Contractors will not require approval of the school designees and/or school administration or the user department/office prior to performing any repairs costing less than \$350.00.
 - Repairs Costing In Excess of \$350.00: Written estimate of repairs must be submitted to the user department/office for approval prior to performing any repairs costing in excess of \$350.00.
 - Service Parts: New and unused service parts will be used whenever possible. If other than new factory parts are used, they must be equal to those of the original manufacturer. All parts, new or re-furbished, that are used to perform piano tuning and repairs must carry a minimum of one-year warranty from the date of tuning and/or repairs. Upon request, Contractor will be required to furnish the user department/office with the manufacturer's list for the service parts that are used to perform piano repairs. In addition, Contractor shall furnish warranty on all workmanship & parts for a period of not less than one year.