

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE NEWTON FIRE DEPARTMENT

***PROJECT MANUAL:*
**SUPPLY & DELIVERY
FIRE DEPARTMENT UNIFORMS
*INVITATION FOR BID #24-66*****

Bid Opening Date: April 25, 2024, at 10:30 a.m.

**APRIL 2024
Ruthanne Fuller, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID # 24-66

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors to

SUPPLY AND DELIVER FIRE DEPARTMENT UNIFORMS

Bids will be received until: 10:30 a.m., Thursday, April 25, 2024

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for receipt of bids. Following the deadline, all bids received within the time specified will be publicly opened and read aloud.

Contract documents will be available on line at: www.newtonma.gov/bids or for pickup in the Purchasing Office after 10:00 a.m., **April 11, 2024**. There will be no charge for contract documents. Bid surety is not required for this bid.

This contract is for the furnishing, measuring, sizing, and delivery of Newton Fire Department (NFD) uniforms including but not limited to shirts, pants, jackets, caps, ties, sweaters and mittens. This list is not all inclusive and bidders shall use the Item Worksheets at pp. 19-20 below for a complete listing. An NFD shoulder patch shall be sewn on left sleeve of all uniforms. Patches to be provided by NFD.

A responsive vendor's fulfillment center must be located not more than 30 miles from Newton Fire Department Headquarters, 1164 Centre Street, Newton, Massachusetts.

Bids will be evaluated and awarded to the lowest responsive and responsible bidder for the total contract price. There must be a unit cost of each item. Bids that are received without unit costs for all line items may be considered non-responsive.

All bids shall be submitted as one (1) ORIGINAL and one (1) COPY.

Contract Term shall extend from July 1, 2024 through June 30, 2025. The City shall have the option, at its sole discretion, to extend the Contract Term for two (2) additional one (1) year terms on the same terms and conditions as the initial term. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. The dollar value of the contract may only be increased in accordance with M.G.L. c. 30B, §13 and only by an amount more than twenty five percent (25%) of the contract total.

Contractor agrees that deliveries of items ordered must be made within 60 calendar days after the NFD makes a request. No partial deliveries are to be made and no partial deliveries will be accepted without prior written consent by the NFD Chief or his designee. 100% complete delivery must be made for each order.

All bids are subject to the provisions of M.G.L. Chapter 30B.

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

The City may 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.

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

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Purchasing Department
April 11, 2024

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, April 19, 2024 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #24-66**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.

- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at:
<https://www.newtonma.gov/government/purchasing>

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #24-66," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#24-66**
 - * NAME OF PROJECT: **Supply and Deliver Fire Department Uniforms**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one (1) **original** and one (1) **copy**.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any).
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for the items set forth in Item Worksheets for Project Manual #24-66 at pp. 19-20 below. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest price for all items as shown in the Total Contract Price on the Bid Form. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which it is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #24-66

- A. The undersigned proposes to furnish and deliver the equipment specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**SUPPLY AND DELIVER
FIRE DEPARTMENT UNIFORMS**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

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

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

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

- D. The Total Contract Price is:

_____ DOLLARS (\$ _____).

(The figure inserted above shall be the Total Contract Price as computed on the Item Worksheets attached at pp. 19-20 below.)

A substitute (“equal”) brand(s) has been submitted: ___ YES ___ NO

*(If submitting an “equal” product, bidder shall provide all literature/documentation **with its bid** so that the City can determine the equality. “Equal” is defined at pp. 30-31 below. If submitting an “equal” product bidder must also complete and submit the attached Item Exception Sheet (p. 33, below) identifying the products it is offering in lieu of those specified in this IFB.)*

Contractor agrees that deliveries of items ordered must be made within 60 calendar days after the NFD makes a request. No partial deliveries are to be made and no partial deliveries will be accepted without prior written consent by the NFD Chief or his designee. 100% complete delivery for all orders.

Signature of Officer of the corporation submitting bid:

(Please Print Officer’s Name)

COMPANY: _____

E. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certificate of Tax Compliance, 1 page
- Certification of Foreign Corporation, 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Item Worksheets, 2 pages
- Exception Sheet (Optional), 1 page

F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

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

Date _____

_____ (Name of Bidder)

BY: _____

_____ (Printed Name and Title of Signatory)

_____ (Business Address)

_____ (City, State Zip)

_____/_____
(Telephone) (FAX)

_____ (E-mail address)

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

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

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

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

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

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

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

PROJECT NAME: _____

OWNER: _____

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

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

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

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)

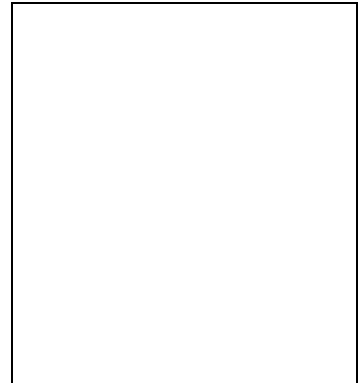
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



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 #24-66

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 Federal Executive Order below. 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.

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 checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Business Category Information Form*

IFB No. 24-66

Supply & Deliver Fire Department Uniforms

| 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.

Company Name: _____

By: _____

Date: _____

**CITY OF NEWTON
PURCHASING DEPARTMENT**

FIRE DEPARTMENT UNIFORMS

SPECIAL CONDITIONS

1. The term of the contract awarded pursuant to this bid will be for 12 months. The City, at its sole discretion, may extend the contract for two additional one-year terms. Prices quoted shall be firm throughout the initial term and any extension options exercised.
2. The City will contract with a single vendor to service all its NFD uniform requirements. Bidders must therefore quote on every uniform article within the Item Worksheets. The bid award will be based on the lowest overall grand total.
3. This contract shall include all fittings, measuring and sizing done at NFD Headquarters located at: 1164 Centre Street, Newton Centre 02459 and free delivery. The initial fittings shall take place at NFD Headquarters over a period of 4 business days agreed upon by the Inspector of Uniforms.
4. Firefighters may need to visit the vendor's place of business for fittings or to select additional items. The vendor's fulfillment center must be located not more than 30 miles from NFD headquarters so that firefighters are assured of reasonable access to the vendor's place of business.
5. Quantities shown are estimates only. It is specifically understood the City does not agree to purchase any specific quantity of any item and some items may not be purchased at all. Purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response. The NFD estimates, but does not guarantee, an average annual uniform purchases value of approximately **\$70,000.00**.
6. The NFD Chief will appoint a member of the department to serve as Inspector of Uniforms. The Inspector shall be responsible to authorize the specific purchase of required uniform items under this contract. The Inspector shall inspect and accept all uniform items ordered and delivered to the department.
7. Bidders on this contract must have been in the business of supplying a municipal fire department uniforms for a minimum of four consecutive years, and within that period must have successfully completed at least one contract with an annual purchase volume equivalent to that anticipated by this bid.
8. Bidders on this contract must have personnel on staff as well as equipment located at the bidder's place of business to perform uniform alterations and other sewing as may be required during the contract term.
9. All items are to be quoted as specified or approved equal. Any deviations from specifications must be clearly identified in the bid submittal. If deviations are not specifically listed, the City will assume none are taken, and the Contractor will be expected to deliver items exactly as specified.
10. Samples of alternate offers are not required with the bid, however the City reserves the right to request and evaluate samples before making an award. If requested, samples will be provided within five working days.
11. Deliveries of items ordered must be completed within sixty (60) days after the mailing of the purchase order. Delivery shall be held by the vendor until shipment of all items ordered can be made 100% complete. **Partial deliveries and backorders shall not be accepted without prior written consent by the NFD Chief or his designee.**

12. Time is of the essence in the delivery of items ordered under this contract. As actual damages for any delay in delivery are impossible to determine, the Vendor shall be liable for and shall pay twenty-five dollars (\$25.00) as fixed, and agreed liquidated damages for each calendar day of delay beyond sixty days following mailing of the purchase order until delivery is brought to full and accepted completion.
13. The department may order items as required throughout the year. During the term of this contract, the vendor shall be available on site on a minimum of four different days, to be scheduled by mutual agreement, to take workers measurements.
14. Phone calls from the NFD Chief's designee shall be returned within 24 hours.
15. Prices bid must include furnishing and applying all materials, trimmings, findings, ornaments, etc. listed in the specifications, with the exception that the City will furnish to the contractor, without charge, the necessary shoulder patches, "NEWTON" fire patches which shall be sewn on the uniforms by the vendor..
16. Uniform items shall be altered to individual measurements as necessary to insure proper fit. Finished garments shall be inspected and approved by the Inspector of Uniforms. Any dissatisfaction with the garment will be reported to the vendor who shall arrange with the Inspector of Uniforms to come to the NFD and inspect the fit of the garment, to make note of necessary adjustments and to take the garment in order to perform the required tailoring. The corrections shall be made and the garment returned with ten (10) working days. If the garment is not then fully satisfactory the vendor may be required, at the discretion of the Inspector of Uniforms, to furnish a completely new garment at no cost to the City.

END OF SECTION

**CITY OF NEWTON
FIRE DEPARTMENT UNIFORMS**

**ITEM WORKSHEETS
FOR PROJECT MANUAL #24-66**

Each line item shall contain both a unit and total price. The Total Contract Price (total of all line items) shall be submitted in paragraph “D” of the BID FORM. Any bidder not completing paragraph “D” of the BID FORM may be considered non-responsive. Bidders must bid on ALL line items. All items are name brand or equal. Items are described in detail in the Specifications For Fire Department Uniforms starting at p. 21 below.

The Item Worksheets are based on estimated quantities, which are the City’s best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit prices shall be those set forth in the Bidder’s Item Worksheets.

| CLASS A: ITEM DESCRIPTION AND # | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|---|-----------|------------|-------------|
| Flying Cross FLY ¹ --34800-86 Single-Breasted Blouse Coat Navy | 20 | | |
| Flying Cross FLY-34892 5X5-86 Double Breasted Blouse Coat. Top pocket flaps 10 front silver button, 6 sleeve silver buttons | 15 | | |
| Blauer style 8560T-4 Wool Trousers or equivalent Dark Navy | 50 | | |
| FLY-37291-86 Pant Navy hemming prince to be included | 15 | | |
| Keystone KEY-R-8B Navy and White Bell Cap | 15 | | |
| Key-R-8B-GOLD Bell Cap | 10 | | |
| Blauer 125-4-UNIV-R Dark Navy watch cap | 50 | | |
| Blauer style #8670-26 L/S super shirt white | 50 | | |
| Blauer bla-8675-26 white S/S super shirt | 50 | | |
| Blauer necktie Style #8300 or equivalent | 25 | | |
| Blauer BLA-4660-4 Softshell Fleece Jacket Dark Navy | 10 | | |
| Blauer BLA-9848-4 Response parka Dark Navy | 5 | | |
| Blauer #236 B. Dry Reversible rain jacket | 25 | | |
| Flying Cross FLY-34892 5X5-86 Double Breasted Blouse Coat. Top pocket flaps 12 front gold button, 6 sleeve gold buttons | 10 | | |

¹ Bidders may submit items other than a named brand. Items will be eligible for award only if they are equal (see pp. 30-31 below) to the brand specified. The determination of whether or not an item or items are equal will be made **after** the bid opening.

| CLASS B: ITEM DESCRIPTION AND # | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|--|------------------|-------------------|--------------------|
| Lyons style #1271-10 L/S shirts white | 50 | | |
| Lyons style #1571WHF-10-WHITE S/S shirts | 50 | | |
| Lyons style #1272-20-MEDBL L/S shirts | 50 | | |
| Lyons style #1272MBF-20-MEDBL S/S shirts | 50 | | |
| 5.11 Style # 74509 Cargo Pant Navy Color includes Heming | 300 | | |
| 5.11 Style # 74509L Cargo Pant Navy Color includes Heming | 300 | | |
| Blauer #225 V-Neck Sweater w/fleece liner | 10 | | |
| Blauer #227-4 V-Neck zippered fleece line sweater | 10 | | |
| 5.11 style #41060 S/S tactical polo (unisex) shirt w/custom NFD embroidered on left breast and rank designation below, sports grey color w/rank insignia sewn on collar | 125 | | |
| 5.11 style #42056 L/S tactical polo (unisex) shirt w/custom NFD embroidered on left breast and rank designation below, sports grey color w/rank insignia sewn on collar | 125 | | |
| 5.11 style #41060 S/S tactical polo (unisex) shirt w/custom NFD embroidered on left breast and rank designation below, navy color | 125 | | |
| 5.11 style #42056 L/S tactical polo (unisex) shirt w/custom NFD embroidered on left breast and rank designation below, navy color | 125 | | |
| 5.11 72534 Job Shirt ¼ zip sweatshirt Embroidered left chest NFD Maltese cross with rank listed below | 50 | | |
| | | | |
| * SPECIFICATIONS NOT INCLUDED | | | |
| MISCELLANEOUS ITEMS | | | |
| Silver metallic braid price includes the product and attachment | 5 | | |
| Gold metallic braid – price includes the product and attachment | 5 | | |
| Velvet Collar – Chief of Department collar only | 1 | | |
| Fox River Double Rag Mitt - Mitten | 100 | | |
| *All shirts, jackets, blouses, and sweaters shall have a shoulder patch, provided by the Newton Fire Department, sewn to left shoulder only.* The cost of this service shall be built into the Line Item costs above. Rain jacket must have reflective Newton Fire printed on safety side which will be included in the cost of the jacket. | | | |

TOTAL CONTRACT PRICE (Sum of Classes A & B and Miscellaneous Items above) \$ _____

(Bidder must place the Total Contract Price in paragraph "D" of the Bid Form)

CITY OF NEWTON, MASSACHUSETTS

NEWTON FIRE DEPARTMENT

SPECIFICATIONS FOR FIRE DEPARTMENT UNIFORMS

GENERAL SPECIFICATION

It is proposed to enter into annual contract for the Fire Department requirements of Fire uniforms.

INSPECTOR OF UNIFORMS

The Chief of the Department will assign a member of his department as Inspector of Uniforms, who will be responsible to the Chief for inspection and acceptance of all uniforms purchased and delivered to the Fire Department. The Inspector of Uniforms will authorize the purchase of each item of uniform for department personnel.

QUALIFICATIONS

The bidder must have at least four consecutive years in the uniform business and must have equipment and personnel to perform uniform alterations and other required sewing located at the bidder's place of business.

AWARD

Award will be made to one bidder submitting the lowest contract price for all the items listed to the specification sheet. Factors to be considered in the making of the award will be the price, adherence to specifications, and ability to meet the delivery time specified below.

GENERAL

Workmanship and finish of uniforms shall conform to "No. 3" garment, as generally recognized in the Tailoring Trade.

DELIVERIES

Deliveries are to be made to Newton Fire Department, 1164 Centre St., Newton, Massachusetts **within 60 calendar days after the Fire Department mailing of order. No partial deliveries are to be made and no partial deliveries will be accepted without prior written consent by the Chief or his designee. 100% complete delivery must be made.**

IN SUBMITTING THE BID, THE CONTRACTOR SHALL GUARANTEE TO MAKE DELIVERY WITHIN THE TIME PERIOD SPECIFIED ABOVE.

The City will hold the contractor fully responsible for the delivery of Uniforms in exact accordance with the contract, and to the reasonable satisfaction of the Inspector of uniforms, the Chief of the Department and the Purchasing agent.

All garments delivered shall be packaged and tagged with the name of the person as ordered.

SERVICE

The vendor shall be required to take measurements for uniforms at the Fire Department **within a minimum of four days'** notice. The specific dates for measurements are to be established by agreement with the Inspector of Uniforms. Uniforms shall be altered strictly to individual measurements. Finished garments shall be inspected and approved by the Inspector of Uniforms. Any dissatisfaction with the garment will be reported to the vendor who shall arrange with the Inspector of Uniforms to come to Fire Department and inspect the fit of the garment, to make note of necessary adjustments and to return the garment to his place of business for corrections. The corrections shall be made and the garment is to be returned to the Fire Department within **10 days**. If the garment is not then fully satisfactory, the vendor may be required, at the discretion of the Inspector of Uniforms and the Chief Procurement Officer, to furnish a completely new garment at no cost to the city.

REQUIREMENTS

Insofar as can be determined at this time, the requirements for the period follow. The totals are approximate and the City makes no guarantee thereof, as purchases will be made only as required.

BADGE CLIPS – A badge clip shall be sewn on the left breast appropriately located above the top button on the left side of **all uniform shirts, jackets, sweaters, coats** with the exception of the Polo shirts (which have embroidered badges). The cost of these badge clips shall be included in the price of each item.

FLYING CROSS SINGLE & DOUBLE BREASTED BLOUSE COAT

- Raeford 8330-8107 Navy Blue 75% Polyester 25% Wool Fabric.
 - Two top flaps on double breasted jackets only
- Firefighters: 4 button Single Breasted. 2 Buttons on sleeve. Notch lapel. Fully lined. Two inside pockets.
- Lieutenants: 5 Button Double Breasted. 3 Buttons on sleeve. Peak lapel. Fully lined. Two inside pockets. 1 Row of ½” silver metallic sleeve braid.
- Captains: 5 Button Double Breasted. 3 Buttons on sleeve. Peak lapel. Fully lined. Two inside pockets. 2 Rows of ½” silver metallic sleeve braid.
- Deputy Chief: 6 Button Double Breasted, equally spaced. 3 Buttons on sleeve. Peak lapel. Fully lined. Two inside pockets. 3 Rows of ½” gold metallic sleeve braid.
- Assistant Chief: 6 Button Double Breasted, equally spaced. 3 Buttons on sleeve. Peak lapel. Fully lined. Two inside pockets. 4 Rows of ½” gold metallic sleeve braid.
- Chief: 6 Button (groups of 2-equally spaced) Double Breasted. 5 Bugle Gold buttons. 3 on sleeve. Peak lapel. Fully lined. Two inside pockets. 5 Rows of ½” gold metallic sleeve braid. Velvet collar

KEYSTONE NAVY BELL CAP

- Material – navy blue M.J. Cahn style 766A
- Band of same material
- Sweatband – 1-1/4” perf and reeded leather. Must be machine sewn. Turned sweatband is not acceptable
- Visor – black shape 88
- Strap ½” black plastic strap
- Buttons – silver/gold FD buttons
- Eyelets – 1 in front – 2 on each side
- Lining – with sweat protector
- Grommet= plastic grommet inside cap to insure shape

KEYSTONE WHITE BELL CAP

- Keystone Uniform Cap style 544-G.
- MATERIAL: White vinyl for the top part of the bell
- BAND – 1 ¾” black rayon braid with black cloth sewn to the bottom
- CROWN PIPING – A #2 galvanized wire is covered with the white vinyl and then sewn into the crown
- LINING – white acetate with plastic pocket sewn to it to hold I.D. card
- HAIRCLOTH – a synthetic stiffener sewn into the projection to hold the bell shape.
- PLASTIC GROMMET – plastic grommet is slipped inside to enhance the bell shape
- SWEATBAND – 1 ¼” perforated reeded sweatband
- VISOR – shape 88 black
- STRAP – buttons – black plastic strap with silver FD buttons or gold FD button depending on rank
- BADGE EYELET – One in front and two on each side

FOX RIVER –DOUBLE RAG MITT – MITTEN

- Extra-Heavy Weight, Mitten
- Premium rag wool
- Soft Terry Liner
- Double-thick construction

BLAUER #227-4 V-NECK ZIPPERED FLEECE LINED SWEATER

- 57% Polyester / 28% long staple worsted wool / 15% low pill acrylic. 2x1 rib knit on the front and 100% Polyester fleece on the back. Machine washable and dry cleanable.
- Patch fabric: 100% Nylon ripstop weave 70-denier warp and 160-denier filling. Honeycomb pattern printed urethane non-ravel back coating to ensure breathability, prevent seam slippage, and to maintain shell fabric appearance.
- V-Neck 2x1 rib knit sweater with fleece backing
- Straight body
- Set-in sleeves with stretch binging at the cuffs and waistband
- Durable ripstop patches as specified shall reinforce shoulders and elbows
- Zip front design
- Horizontal welt pockets with snap closure on the lower front

The contract prices shall include fitting, furnishing, and applying all materials, trimmings, finding, ornaments, etc., listed in the specifications, with the exception that the City will furnish without charge, the necessary shoulder patches (no charge to sew the patch will be incurred under this contract) to be sewn on the left sleeve of each shirt, jacket, and sweaters, with the exception of the Gildan style Polo shirts.

END OF SECTION

CONTRACT FORMS

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

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

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___ day of _____ 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 considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:

SUPPLY & DELIVER FIRE DEPARTMENT UNIFORMS

- 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 Invitation For Bid #24-66 issued by the Purchasing Department;
- c. The Project Manual for **Supply & Deliver Fire Department Uniforms** including Specifications and Terms and 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), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Purchase 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 bid 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 Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of this contract **shall extend from July 1, 2024, through June 30, 2025.** The City, at its sole discretion, may extend the contract for **two (2) additional one-year (1) terms.** Prices quoted must be firm throughout the initial term and any extension options exercised. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1. The dollar value of the contract may not be increased by amount more than twenty five percent (25%) of the contract total

- VI. QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Shipping Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, 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 and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

XIV. INSPECTION. For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

XV. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XVI. INSTALLATION. If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

XVII. TERMINATION. The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Purchase Order issued pursuant thereto in any one of the following circumstances:

- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
- b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

XVIII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIX. 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.

XX. INSURANCE REQUIREMENTS.

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

| | |
|-----------------|--|
| Personal Injury | \$500,000 each occurrence \$1,000,000 aggregate |
| Property Damage | \$500,000 each occurrence \$1,000,000 aggregate |

VEHICLE LIABILITY

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

XI. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Title _____

Date _____

Date _____

By _____

Fire Chief

Affix Corporate Seal Here

Date _____

Certified that City funds are available
in the following account number
0121022-558100

Approved as to Legal Form and Character

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

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

CONTRACT APPROVED

Date _____

By _____

Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

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

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

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only.

An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City and the NFD, shall be in writing to be effective, and the decision of the City and the NFD shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

| | |
|-----------------|--|
| Personal Injury | \$500,000 each occurrence \$1,000,000 aggregate |
| Property Damage | \$500,000 each occurrence \$1,000,000 aggregate |

VEHICLE LIABILITY

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

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

END OF SECTION

