

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE BUILDINGS DEPARTMENT

PROJECT MANUAL:

**SUPPLY, DELIVER & ASSEMBLE FURNITURE AND
EQUIPMENT AT LINCOLN-ELIOT ELEMENTARY SCHOOL**

INVITATION FOR BID #25-26

Bid Opening Date: November 7, 2024, at 10:00 A.M.

OCTOBER 2024

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #25-26**

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

**SUPPLY, DELIVER & ASSEMBLE FURNITURE AND EQUIPMENT
AT LINCOLN-ELIOT ELEMENTARY SCHOOL**

Bids will be received until: **10:00 a.m., Thursday, November 7, 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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened.

This Invitation For Bid (IFB) is for furniture and equipment (FFE) for the Lincoln-Eliot Elementary School located at 15 Walnut Park, Newton, MA 02458 (School).

Contract Documents will be available on line at www.newtonma.gov/bids after **10:00 a.m., October 17, 2024**.

There will be no charge for contract documents. Bid surety is **not** required with this bid.

The City has determined that bids can be more accurately and efficiently evaluated if bidders provide item prices in a separate 33-page Excel item spreadsheet (Item Spreadsheet) issued with this IFB. Bidders are to provide prices only in accordance with the terms of the IFB. Any bidder that makes changes to the Item Spreadsheet or modifies the terms and conditions of the IFB as issued will be automatically disqualified.

All bids are to be submitted on the attached Bid Form #25-26 and the Item Spreadsheet. Awards will be made based on the lowest price for each item, so there may be multiple awards. Purchase Orders will be issued within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids. **All purchases will be a one-time purchase with inside delivery, assembly and placing for all items. Contractors will receive Purchase Orders for the items that are awarded to them.**

All bids must be submitted in the manner and form prescribed by this IFB, which controls award of the contract. All bids are subject to the provisions of M.G.L. Chapter 30B. F.O.B.


All bids shall be submitted as **one (1) ORIGINAL on paper, (2) COPIES on paper and one (1) digital copy of both the Bid Form and the Item Spreadsheet. Once the bid opens, each bidder shall email its Excel version of the Item Spreadsheet to ttma@verizon.net.**

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 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 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER (25-26).

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

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

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
October 17, 2024

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

The City of Newton, MA, the City (City), invites sealed bids for Furnishings and Equipment (FFE) for the Lincoln-Eliot Elementary School, 15 Walnut Park, Newton, MA 02458 (School) in accordance with the attached Technical Specifications prepared by Todd Tsiang, the City's FFE Consultant.

The City has undertaken a renovation of the School, including the construction of additions. Construction is currently underway and is expected to be completed by June 15, 2025. The School's FFE must be ready for delivery and be installed in time for the September 2025 start of the academic year. Delivery and assembly to occur between June 16, 2025 and July 29, 2025; confirmation of the exact delivery and installation time duration will be confirmed as the date approaches. Time is of the essence in the performance of purchase orders issued pursuant to this IFB.

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 **no later than October 28, 2024** to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer any such questions requiring interpretation of the bid documents, **on or before Friday, November 1, 2024**, by issuing addenda to the specifications. It shall be the Bidder's responsibility for checking the issuing website for any addenda. 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.
- 2.3 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.**
- 2.4 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.
- 2.5 Bidders or proposers contacting ANY CITY EMPLOYEE regarding this IFB, outside of the Purchasing Department, once the IFB has been released, may be disqualified from the procurement process.
- 2.6 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 #25-26**.

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 #25-26' and in the IFB Item Spreadsheet.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink; all entries on the Item Spreadsheet shall be made in Excel.
- 4.3 Where so indicated, 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: **#25-26**
 - * NAME OF PROJECT: **Supply, Deliver & Assemble Furniture and Equipment for Lincoln-Eliot Elementary School**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 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 All Bids, including a printout of the Item Spreadsheet, shall be submitted with one (1) original, two (2) copies and one (1) digital version. Bidders will submit a digital version of the Excel Item Spreadsheet **after** the bid opening to ttma@verizon.net.
- 4.7 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no Less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.
- 4.9 The City has determined that bids can be more accurately and efficiently evaluated if bidders provide item prices in a separate Excel item spreadsheet (Item Spreadsheet) issued with this IFB. Bidders are to provide prices only in accordance with the terms of the IFB. Any bidder that makes changes to the Item Spreadsheet or modifies the terms and conditions of the IFB as issued will be automatically disqualified.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in designated portion of the Bid Form. If an Alternate is bid, proposal must provide alternate's Manufacturer/Model Number along with supporting documents. Provide for each proposed Alternate manufacturer's catalog cuts. Include on each document the reference code number (i.e. 101A01) for proposed Alternate, highlighting the exact manufacturer correlating model number, color/finish and or available colors/finishes. Also provide information that illustrates the conformity of the proposed alternate to the specification.

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 items set forth on the Technical Specifications and the Item Spreadsheet. Awards will be made based on the lowest price for each item, so there may be multiple awards. Bidders may bid on as few as one or as many as all items. All purchases will be a one-time purchase with inside delivery, assembly and placing for all items. Contractors will receive a purchase order for the items that are awarded to them. Contracts 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.
- 7.7 The IFB is 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 price(s) shall be that set forth in the Bidder's Item Spreadsheet.

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 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.

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #25-26

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

**SUPPLY, DELIVER & ASSEMBLE FURNITURE AND EQUIPMENT AT
LINCOLN-ELIOT ELEMENTARY SCHOOL**

- B. This bid includes addenda number(s) _____, _____, _____, _____.
- C. The bidder's price(s) are set forth in the attached Excel Item Spreadsheet * and are incorporated herein by reference.

COMPANY NAME _____

***Bidders may submit an approved equal for any item in the Item Spreadsheet. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality, such proof rests entirely with the bidder. If the alternate product information is not provided at the time of the bid the bidder may be deemed non-responsive. SAMPLE IS REQUIRED IF BIDDING AN APPROVED EQUAL.**

- D. 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 in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

- 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
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Business Category Form, 1 page
- Certificate of Authority, Corporate, 1 page
- Item Spreadsheet (see Excel separate file)

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.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. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) ensure that those attributes are being addressed as part of operations:

Date _____

_____ (Name of General 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.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City 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

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: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

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.

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)

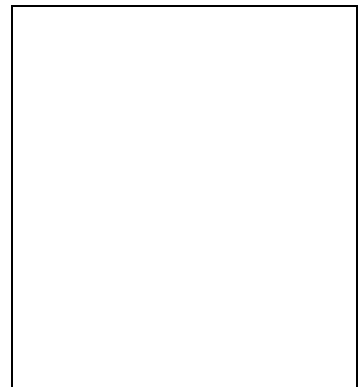
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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 #25-26

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.

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 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:

- 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
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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,

Business Category Information Form*

IFB No. 25-26

**Supply, Deliver & Assemble FFE at
Lincoln-Eliot Elementary School**

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: _____

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*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
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 its 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, cashiers' 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.

Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City 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.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, 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

**SCOPE OF SERVICES
NEWTON PUBLIC SCHOOLS
SUPPLY, DELIVER ASSEMBLE FFE AT LINCOLN-ELIOT ELEMENTARY SCHOOL**

1.0 Scope

- 1.1** The City of Newton (City) is accepting bids for Furniture and Equipment as per the Item Spreadsheet attached. All bids must be submitted in the manner and form prescribed by the Bid Form which controls award of the contract(s). Bid items will be awarded **to the lowest responsive and responsible bidder by each line item, so there may be multiple awards awarded. Bidders are not required to bid on all items. The winning bidder(s) will receive a purchase order for the items that are awarded to them after January 1st.**
- 1.2 Quantities specified are based on a census taken by the Newton School Department (NPS). NPS reserves the right to increase or decrease quantities to be ordered within the time limits set forth in the bid. In accordance with M.G.L. c.30B the total increase shall not exceed twenty-five percent (25%) of the total contract price. Whether the actual amount of supplies is more or less than that which appears in a bid, the unit prices shall remain those submitted with the bid. Bids must remain in effect a minimum of ninety (90) days after the bid opening.
- 1.3 In an effort to purchase the quality of product necessary, requested samples may be required of bid items unless bidding on the exact product referenced within the Technical Specifications.
- 1.4 All furniture and equipment shall be provided as new and unused. The City reserves the right to reject products not deemed new or unused or damaged at delivery.
- 1.5 All prices shall be F.O.B. Destination inside Lincoln-Eliot Elementary School, 15 Walnut Park, Newton, MA 02458.
- 1.6 Please ensure that you use the Excel Item Spreadsheet file provided to submit your bid pricing. Enter your prices and product information on the Item Spreadsheet and once completed submit the paper copy with your bid to the City of Newton. After the bid opening date, please send the electronic file to ttma@verizon.net**
- Any changes to the Item Spreadsheet other than information related to your bid response may result in your disqualification.**
- 1.7 Please ensure that you submit all pages and mark any items you do NOT wish to bid on with the words 'NO BID.'**

2.0 Description and Quality

- 2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the City whose determination shall be final and conclusive. Vendors shall guarantee quality control of all goods at no additional cost to the City. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.

- 2.2 The City encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost and performance remain critical factors in all purchasing decisions. All products must be latex free and nut free.
- 2.3 Material Safety Data Sheets must be forwarded to the Purchasing Department, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460 within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

3.0 Delivery & Assembly

- 3.1 The Contractor shall provide a FULL-TIME person for onsite supervision, during the performance of any assembly associated with this contract. The qualifications of such person shall be subject to the approval of the City.
- 3.2 Delivery and assembly shall have occurred when the Contractor has performed the following to the satisfaction of the Owner and as approved by the City's Furniture/Equipment Consultant. Final installation is to be reviewed by the manufacturer's representative and/or sales representative with written documentation to be submitted to the Owner stating compliance with the following:
- 3.2.1 Each and every item must be furnished complete and as described in the Contract Documents.
- 3.2.2 The material is located, assembled, connected and/or otherwise in-place as shown in the Technical Specifications. Layouts will be posted at each room and distribution schedules will be forwarded to awarded vendors prior to deliveries.
- 3.2.3 The material is clean and polished, and the area is free from packing as required by the General Terms and Conditions.
- 3.2.4 Guarantees, maintenance manuals, keys and other loose items with respect to an item shall be delivered to the City at the time the item is delivered.
- 3.2.5 Any required instruction to the City has been satisfactorily given.
- 3.3 The Contractor shall receive all materials at the site. The Contractor shall be responsible for determining whether items have been delivered, and whether there is no apparent damage. The City reserves the right to refuse delivery of any shipment if it arrives in the absence of the Contractor or arrives on a date(s) not previously scheduled with the City or Furniture/Equipment Consultant. Such shipments shall include, but will not be limited to, third party trucking companies, and shipments direct from the manufacturer. Please be aware that no general UPS/FedEx or common carrier deliveries will be allowed unless a vendor's representative is on-site to meet the trucks and to oversee the full inside delivery, assembly and placement of items. No sidewalk deliveries will be accepted. Final delivery schedule to be coordinated with the Furniture/Equipment consultant.
- 3.4 The Contractor shall submit to the Furniture/Equipment Consultant all packing slips/delivery receipts listing all items and quantities received for the project. Invoices for the delivered and assembled items will not be processed without this proof of delivery.
- 3.5 The Contractor's delivery of the materials must take place within the times approved by the City and the Furniture/Equipment Consultant and in accordance with Section 6 below.
- 3.6 If the Contractor obtains early delivery of materials (prior to the scheduled delivery and assembled period) they shall be entirely responsible for the receiving, handling, storage and final delivery of the materials, including warehousing as may be necessary until the start of the installation period. They shall make their own arrangement with all parties concerned in this regard.

- 3.6. If the City cannot make the premises available for final delivery and placement as shown on the drawings at the time scheduled for the installation period, they shall give timely notice to the Contractor. The Contractor, at their option, may choose to make their own temporary storage arrangements or may use a space provided at the project if available for the temporary storage of their material. In such cases the City will endeavor to protect material; however, the Owner shall not be liable for damages incurred during this period. The City will make appropriate partial payment up to but not exceeding 75% of the contract value of the delivered item, during this period for material if stored on their premises and will give timely notice of the readiness of the premises for receipt of an item. By such storage and/or partial payment the City shall not be deemed to have accepted nor shall the Contractor be deemed to have delivered an item.
- 3.7. The City's acceptance shall take place upon final assembly, placement and completion of the work to the Owner's satisfaction in accordance with the Contract Documents. For insurance and other purposes, however, the City's interest shall be in direct relation to the amount of partial payment made upon the account.
- 3.8. If any work which has been previously accepted, specifically or by the making of payment, is found to have defects, damage, or deficiencies, or fails to conform to the Contract Documents, the City may revoke acceptance. Such revocation shall be made by giving prompt notice to the Contractor, and the Contractor shall promptly remedy the same at its own expense.
- 3.9. Immediately after unpacking materials, the Contractor shall collect and remove from the site/premises all packing case lumber or other materials, excelsior, wrappings and other rubbish caused by their operations. Under no circumstances shall the Contractor use any on-site dumpster or dumping facility without prior written permission of the City.
- 3.10. At the completion of their work, the Contractor shall leave the work area "broom clean."
- 3.11. All materials, hardware and other equipment shall be left in undamaged, bright, polished condition.
- 3.12. All finished surfaces shall be left in perfect condition free of stains, spots, marks, dirt and other defects.
- 3.13. This will be a one-time purchase.** Contractors will receive a purchase order for the items that are awarded to them.
- 3.14. Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. Forty-eight (48) hours' notice of delivery is required by contacting coordinating with the Furniture/Equipment Consultant. Neither the City nor NPS shall be responsible for deliveries that cannot be made because notice was not received in time.
- 3.15. The School is expected to be ready for FFE delivery and assembly on June 16, 2025 with completion by July 29, 2025; confirmation of the exact dates and duration will be confirmed as the date approaches.**

4.0 Payment

- 4.1. Invoices MUST be sent directly to
 Stephanie Tocci
 Public Buildings Dept.
 City of Newton,
 1000 Commonwealth Avenue
 Newton, MA 02459
- 4.2. Invoices must include the a) purchase order number, b) department name, c) item number, d) quantities, e) description, f) unit price and g) totals.

5.0 Furniture/Equipment Consultant

Todd Tsiang
tma@verison.net
 617.417.3578

END OF SECTION

**EXCEL ITEM SPREADSHEET
and
TECHNICAL SPECIFICATIONS (330 pages)**

(Separate attached files)