

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON PUBLIC SCHOOLS

**PROJECT MANUAL:
SUPPLY AND DELIVER PROFESSIONAL CONSERVATION MURAL
RESTORATION AND INSTALLATION SERVICES FOR
NEWTON PUBLIC SCHOOLS
*INVITATION FOR BID #16-38***

Bid Opening Date: December 17, 2015 at 10:00 a.m.

DECEMBER 2015

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #16-38

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

S&D PROFESSIONAL CONSERVATION MURAL RESTORATION AND INSTALLATION SERVICES FOR NPS

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B for the services of a professional mural restoration certified conservation contractor and a professional installation contractor for the restoration and installation of a 1930s three-section oil mural to Newton Public Schools (NPS), all in accordance with the terms and conditions contained herein. All sealed bids must be submitted in accordance with and in the manner and form prescribed by the specifications within this bid manual.

Bids will be received until: **10:00 a.m., Thursday, December 17, 2015**
at the Purchasing Department, Room 201, 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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.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 and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids, or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., December 3, 2015**.

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

Subcontracting of any of the work described herein is not permitted unless so indicated within an accepted bid response or pre-approved in writing by the NPS-designated Project Manager.

The City will award one (1) contract to the lowest, responsible and responsive bidder based on the lowest Grand Total set forth in Bid Form 16-38. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected. **Provision of services is required to start upon the execution of this contract.** The dollar value of the contract may only be increased in accordance with M.G.L. c. 30B, §13.

The term of the awarded contract **shall extend from the time of contract execution for approximately twelve months up to but no later than December 31, 2016 subject to appropriation and /or continuation of funding.**

Time is of the essence in the performance of the work of this contract.

If for any part thereof during the term of any Agreement resulting from this Invitation For Bid (IFB), funds for the discharge of the City's obligations under the Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then the Agreement shall terminate.

Any proposer that is not incorporated in Massachusetts shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES**.

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.

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

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

CITY OF NEWTON

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

Nicholas Read
Chief Procurement Officer
December 3, 2015

**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:
1. 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.
 2. The Bidder has been offered the opportunity to visit installation sites and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or visits the installation site 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, December 11, 2015 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 #16-38**.

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: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #16-38," attached hereto.
- 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: **#16-38**
 - * NAME OF PROJECT: **Supply and Deliver Professional Conservation Mural Restoration and Installation Services to the Newton Public Schools**
 - * 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 **original** and **two copies**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required 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 Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
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 will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated 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 conservation, restoration and installation services. It is the City's intent to award one (1) contract to the responsible and responsive bidder offering the lowest Grand Total of all line items in Bid Form 16-38. 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 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.

ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

- 10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.
- 10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #16-38

- 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 AND DELIVER PROFESSIONAL CONSERVATION MURAL RESTORATION AND INSTALLATION SERVICES TO NEWTON PUBLIC SCHOOLS

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

- C. The contract price(s) will be as follows:

Pricing for estimated restoration and installation services for Newton Public Schools as per scope of service.

IMPORTANT: Bid submission must include all bid scope specifications and minimum requirements. Please include in your bid response the number of hours per restorer and installer and the corresponding hourly rate for each. Award will be made to the lowest responsive and responsible certified contractor.

Restoration and Installation Services

Line 01: Senior Restoration Conservation Contractor:

Number of hours _____ at an hourly rate of _____ = \$ _____

Line 02: Restoration Assistant Contractors:

Number of hours _____ at an hourly rate of _____ = \$ _____

Line 03: Restoration Project Manager:

Number of hours _____ at an hourly rate of _____ = \$ _____

Line 04: Restoration Administrative Support:

Est. # of hours _____ at an hourly rate of _____ = \$ _____

Line 05: Senior Professional Installers:

Number of hours _____ at an hourly rate of _____ = \$ _____

Line 06: Installation Assistants:

Number of hours _____ at an hourly rate of _____ = \$ _____

Line 07: Installation Project Manager:

Number of hours _____ at an hourly rate of _____ = \$ _____

Line 08: Other Expenses:

Restoration area location, packaging, staging, other materials such as but not limited to canvas, paint, panels, etc. and mural transportation for restoration and installation

GRAND TOTAL FOR CONSERVATION RESTORATION AND INSTALLATION SERVICES (From execution of the contract through December 31, 2016)*

_____ and \$ _____
(Written word Grand Total) (Numerical)

**Please add all eight (8) line totals to calculate Grand Total.*

IMPORTANT: Award will be made to the lowest responsive and responsible qualified and certified bidder based on estimated grand total and provided that grant funds are awarded.

COMPANY NAME _____

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 when 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, 3 pages
- Bidder's Qualifications and References Form which includes a list of company names and contact information of a minimum of three (3) references with whom you have successfully worked on comparable size and complexity projects within the last five (5) years.
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Certification as Professional Certified Conservation Restorer

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) insure 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

City of Newton



Mayor
Setti D. Warren

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 #16-38

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

Part I Taxpayer Identification Number (TIN)

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

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
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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:

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,

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. 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.
12. 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.
13. "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."

14. 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.

15. 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.**

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 ___ in the year Two Thousand and Sixteen 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 for the following item or items:

**SUPPLY AND DELIVER PROFESSIONAL CONSERVATION MURAL RESTORATION AND
INSTALLATION SERVICES TO NEWTON PUBLIC SCHOOLS**

- 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 #16-38 issued by the Purchasing Department;
 - c. The Project Manual for **Supply and Delivery of Professional Conservation Mural Restoration and Installation Services to Newton Public Schools**, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
 - 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 Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- 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 the awarded contract shall extend **from the day of execution of this contract up to but no later than December 31, 2016. Prices submitted in this bid shall remain firm for the duration of the contract period.**
The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.
- VI. The City shall execute this contract subject to appropriation and /or continuation of funding.
- VII. **QUANTITIES.** Any 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.
- VIII. **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.
- IX. **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 Work 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.
- X. **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 Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Contractor under the terms of this contract.
- XI. **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 decrease due to market conditions of the Contractor's asked prices, which decreases shall be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XII. **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.
- XIII. **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.
- XIV. **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.

- XV. 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.
- XVI. 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.
- XVII. 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.
- XVIII. 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 Work 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.
- XIX. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XXI. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

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

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Title _____

Date _____

Date _____

By _____

School Committee

Affix Corporate Seal Here

Date _____

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

Approved as to Legal Form and Character

CPC Grant _____

By _____

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

Associate City Solicitor

Date _____

By _____

CONTRACT APPROVED

Comptroller of Accounts

By _____

Date _____

Mayor or his 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.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, 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
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print 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 nonfiling or delinquency will not have a contract or other agreement issued, renewed, or extended.

NEWTON PUBLIC SCHOOLS

PROFESSIONAL CONSERVATION MURAL RESTORATION AND INSTALLATION SERVICES

1.0 Scope and Qualifications

Newton Public Schools has three (3) separate oil-based murals painted on canvas by Maurice Compris in the late 1930's (see Attachment #1). The center panel is approximately 22' wide by 12' tall with an arc top. The other pieces are two side panels, each measuring approximately 10' wide by 12' tall with more pronounced arcs on top. Currently there are no strainers, stretchers, or supports for these canvases. The current condition of these canvases is delicate and will require a significant amount of cleaning, repairing and conservation restoration work before they can be re-installed at Newton North High School. The original murals were site specific and built right into a wall with elaborate molding framework. There is a need for some added restoration on the side panels in four small areas where the original molding cut right into the canvases. All three canvases will be hung on panels after restoration is completed and transported to Newton North High School for final installation. The larger center mural will be installed on one prepared wall to be hung approximately 25' high (see Attachment #2). The two end murals will be installed side by side to be hung approximately 22' high on wall in close proximity to the main mural. Awarded contractor will be responsible to provide a dedicated staging area for the conservation, restoration, and assembly of panels where restoration work will be completed. Pricing will also include any related restoration materials, canvas molding or framing for finished edges, tools, packing, shipping, and transportation of canvases and supports during various stages of completion.

In September 2015, the three murals were unrolled, laid out, and available to be viewed by potentially interested contractors to assess how much restoration work will be needed and to help in the preparation of a detailed bid. This restoration project will require that a professional certified conservation restorer perform much needed cleaning and repair to all three (3) murals and will require in-painting technique services to allow for the same detail as the original mural work. There are four small sections that will need additional canvas and painting to fill in areas that were cut out to accommodate the original elaborate molding. Awarded contractor would be responsible for the complete professional restoration project and to attach the murals to new support panels for an extensive, complete and professional installation with a finished look. Please review Attachments 1 & 2 on pages 6 & 7

2.0 Vendor Employees

- 2.1 Vendor employees must demonstrate a professional appearance and demeanor while on any school premises.
- 2.2 Vendor shall be responsible for insuring their employees meet all legal requirements for employment in the United States and the Commonwealth of Massachusetts.
- 2.3 Vendor shall provide the Information to the NPS Project Manager with the names of all Vendor employees working at Newton Public Schools in advance of assignment to the project.
- 2.4 Each employee shall carry an identification card, to be worn in a visible location on their person at all times while performing services on Newton Public Schools premises. Employees must identify themselves at all main offices upon entrance of any school building.
- 2.5 All employees of the awarded bidder **must** pass both CORI and SORI checks **before** they will be allowed entry to any of our school buildings of our district to deliver the required services of this contract.

3.0 Description and Quality

The restoration contractor will work closely with Newton Public Schools staff to plan and develop a strategy and timeline that meets our needs and expectations after the initial award. Regular meetings and contact from the execution of this contract through the completion of this restoration project will be required.

4.0 Delivery of Services

Pick up murals at Newton South High School 140 Brandeis Road, Newton Center, MA 02459
Installation at Newton North High School 457 Walnut Street, Newtonville, MA 02460

5.0 Minimum Requirements

5.1 Contractor must have a minimum of ten (10) years of experience of successfully completing comparable sized projects, such as described within this project manual.

5.2 Contractor must submit evidence of certification as a professional conservation restoration professional.

5.3 Contractor must provide company names and contact information of a minimum of three (3) references with which they have successfully worked on comparable complexity and sized projects as described within this project manual.

5.4 Awarded contractor must be able to produce evidence of existing coverage of a certificate of insurance or insurance binder to demonstrate that workers compensation insurance and liability insurance (minimum of \$1,000,000) is in effect.

6.0 Payment

6.1 Invoices shall be billed in duplicate to Accounting Dept., Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460. All invoices will be processed and paid within 45 days of receipt of invoice. Invoices may be submitted quarterly as work has been completed and verified.

7.0 Contract Forms

Sign and include a Certificate of Non-Collusion, as well as a signed Certificate of Payment of Taxes to the Commonwealth of Massachusetts ("Tax Attestation Form").

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ATTACHMENT 2

Photo of where the main mural will be hung.



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CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

December 29, 2015

ADDENDUM #5

INVITATION FOR BID #16-38

SUPPLY & DELIVER PROFESSIONAL CONSERVATION MURAL RESTORATION AND INSTALLATION SERVICES FOR NEWTON PUBLIC SCHOOLS

THIS ADDENDUM IS TO: **Answer the following Questions:**

Q1. We asked in question 18 about the mural destination wall, since very little details were provided. To clarify our original question: Your bid states that the murals are to be hung at 25' and 22'. Is this from the top or bottom of the mural? Are there any obstructions on the wall below the hanging location, and is the floor flat and clear below this space?

A1. The measurements given are from the top of the murals. The floor is flat and there are no obstructions on the walls below where the murals are to be hung.

Q2. We asked in question 8 must these murals be put on panels. Are we using the panels you have constructed already on your wall to directly attach the mural canvas/or lined canvases too using adhesive, or are we providing additional panels, which will be mounted onto your raised panels on the wall? Frequently conservators mount large or damaged artwork onto backing panels - (ex. aluminum honeycomb panel) before attaching this panel onto the existing constructed panel shown in your photograph. If we are providing panels, are you specifying any particular type or dimensional of panels. The aluminum honeycombed panels noted, which is a common mounting support used by conservators, could cost approximately \$30,000 for your three panels. So this distinction is very important.

A2. The vendor is providing the honeycombed panels where the murals will be mounted. Only the main mural has a raised area with the exact dimensions of the mural including the arc at the top. The side murals must be mounted on panels that will be installed on a flat wall.

Q3. We previously asked if there were remnants of adhesive/plaster/paint left on the back of the mural canvases. Your answer was yes, and then we further asked if the adhesive contained lead. This is important because friable/crumbling/powdering lead is a health hazard and can be removed, but special processes, means of protection, and disposal of removed adhesive need to be adequately budgeted for. We would like to request a photograph of the back of the murals be distributed or someone who is knowledgeable about adhesives describe what adhesive was used to formerly bond these pieces to the Library walls (ex. wall paper paste, white lead adhesive, Elmer's Glue, construction adhesive).

A3. The answer is the same. There is no possibility of taking a picture of the back of the murals and we do not know what material was used to mount the original murals.

Q4. Addendum # 2 states that the width of the entrance way (Q8) and the height of the entrance way (Q10) is 117 feet. Are these correct dimensions?

A4. Correction, the loading dock door is 117 inches or 9.75 feet therefore the murals must be mounted on the panels once inside of the high school during hours when school is not in session.

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.



Nicholas Read
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

December 17, 2015

ADDENDUM #4

INVITATION FOR BID #16-38

**SUPPLY & DELIVER PROFESSIONAL CONSERVATION MURAL
RESTORATION AND INSTALLATION SERVICES FOR NEWTON PUBLIC
SCHOOLS**

THIS ADDENDUM IS TO: Postpone the Bid Opening Date to:

BID OPENING DATE: THURSDAY, JANUARY 7, 2016 AT 10:00 A.M.

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.



Nicholas Read
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

December 15, 2015

ADDENDUM #3

INVITATION FOR BID #16-38

**SUPPLY & DELIVER PROFESSIONAL CONSERVATION MURAL
RESTORATION AND INSTALLATION SERVICES FOR NEWTON PUBLIC
SCHOOLS**

THIS ADDENDUM IS TO: Postpone the Bid Opening Date to:

BID OPENING DATE: TUESDAY, DECEMBER 22, 2015 AT 10:00 A.M.

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.



Nicholas Read

Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

December 14, 2015

ADDENDUM #2

INVITATION FOR BID #16-38

SUPPLY & DELIVER PROFESSIONAL CONSERVATION MURAL RESTORATION AND INSTALLATION SERVICES FOR NEWTON PUBLIC SCHOOLS

THIS ADDENDUM IS TO: **Answer the following Questions:**

Q1. 1. Would it be possible to directly contact someone at the school district that could answer specific questions about the physical conditions of the mural panels or questions about their construction?

A1. No. All questions must be submitted in writing to the Purchasing Department at purchasing@newtonma.gov.

Q2. Section 4.8 of the Instructions to Bidders on page 5 states that "all employees who work on Massachusetts Public works construction sites must have no less than 10 hours of OSHA-approved safety and health training." Can you please clarify whether this project qualifies as a "Massachusetts Public works construction site?" May proposing conservators meet this requirement after the bid is awarded, or must all proposed employees have met this requirement by the bid opening deadline in order for the proposal to be considered?

A2. The mural restoration project is not considered public construction but has been bid out under M.G.L. c.30B. Therefore Section 4.8 of the Instructions to Bidders does not apply to this procurement.

Q3. Have these WPA murals been cleared by the federal General Services Administration and approved for conservation work? (See: http://www.gsa.gov/graphics/pbs/legal_fact_sheet_final_1.pdf)

A3. We have no documentation that confirms that these murals were WPA funded.

Q4. Are photographs of the back of the murals available? The purpose of this question is to determine how much of the original mounting adhesive, plaster substrate, or paint layers still remain on the backs of the three murals.

A4. No, however there is a significant amount of adhesive on the back of each mural that will need to be cleaned as part of the conservation restoration work.

Q5. What adhesive was originally used to mount each of the three murals to the wall (if different please explain) and does any of the residue contain lead or other hazardous materials.

A5. This information is not available.

Q6. Are there any existing condition assessment or treatment proposal reports/photographs from the preparation of this solicitation document in 2013-2014 (beyond what is listed in the Scope of Work on page 24) that can be made available for viewing by prospective bidders?

A6. The current photos of each of the murals was attached to Addendum #1. The following is a condition assessment and proposed scope of work that we had on file:

Assessment for Newton North Mural Project-There are three separate murals painted on canvas in late 1930s by Maurice Compris for a site specific installation. Currently they are rolled and stored. There are no strainers, stretchers, or supports for these canvases. Based on pictures and information to date, there is a 12' x 24' center mural with an arc top, and two 12' x 10' side panels with more pronounced arcs on top. The canvases are not in good shape, and require extensive conservation work to be performed. The restorer would be responsible for developing a plan for new supports for three murals and a strategy to attach them to the new supports. Due to their shape and size and compromised condition there is no set template for this job and it requires a great deal of problem solving as well as manpower to manipulate such large work. Due to the weight and height involved, the installation is a major operation requiring special techniques, equipment, and extensive manpower at specific junctures.

The original mural was site specific and built right in to a wall with elaborate moulding work. This setting is not being duplicated. We would need to mill or find an existing thin bendable edging to cover the side and provide a more finished look. The hours will need to be assigned to different rates based on degree of expertise, and includes research, planning, and administrative work as well as assembling panels, attaching the canvases, and final site work on wall and installation. The three panels which are not the standard rectangles would require very specific templates to construct. The panels would be broken up into manageable sections for transport and construction. A dedicated staging area would be provided at Newton North High school for assembly and installation of panels. Panel installation work must be scheduled while school is not in session such as during the summer or school vacation weeks.

Bid price to include: packing, shipping, and transportation of canvas supports. targeted truck work moving personnel, material and tools at various stages. Contracted installer/rented equipment- Rented scaffolds, staging, Contracted installer/rented equipment- Rented scaffolds, staging fixed lifts, etc.

Additional materials including thin bendable moulding for edging of panels, cleat stock, miscellaneous battery backups and bits for screw guns, assorted fasteners, gloves, plastic sheeting, etc.

Q7. Is any additional information or previous reports available from the center mural's installation at the Newton North High School cafeteria in the 1970s? Is there any additional information or reports available from the time it was de-installed from that location and stored at Newton South High School with the two additional side panels?

A7. When the larger center mural was re-installed in 1970s, it was tacked up along the perimeter of the mural onto the cafeteria wall.

Q8. Must the murals be put on panels for installation at Newton North High School, or may the conservator present other cost-effective and conservation-grade options? May conservators make justified recommendations, expand on or offer other sound alternatives to the brief treatment details outlined in the Scope of Work on page 24? Should alternative treatment proposals be submitted with our IFB response?

A8. Murals are to be installed on panels at Newton North High because there is no entrance way larger than 117 feet wide.

Q9. Would conservators be allowed to propose making strategic cuts to the mural canvases in order to facilitate treatment, allow for mounting of component pieces on smaller (less costly) and more manageable panels (weight, size, ability to bring into building and pass through hallways), which would allow for more efficient and safe assembly on site. This would also allow the murals to be moved by the school district more easily in the future if found to be necessary. It is appropriate to assume that a 12' x 24' mounted mural cannot be brought into the building fully assembled?

A9. No, the murals cannot be cut in any manner. They are to be restored to their original state. The murals must be attached to panels at Newton North High due to their size (refer to A8 above). The installation work of mounting murals onto panels and the installation onto the walls must be completed during school vacation weeks or during the summer.

Q10. Is there a loading dock available at both schools?

A10. Yes but there is no entrance door larger than 117 feet high.

Q11. What kind of "staging area" will be available to the conservator on site at both schools, or is this subject to arrangements that must be made by the conservator?

A11. No staging area will be available for this restoration project except for the final installation. We will have open space available when murals are mounted on panels when school is not in session.

Q12. If murals are to be mounted on panels that are assembled in place at the school, during what months, weeks, or time periods will it be possible to do this work?

A12. Murals are to be mounted on panels at the high school. The final installation must be completed at Newton North High School when school is not in session i.e., during the summer or during school vacation weeks.

Q13. May murals be taken to the conservator's studio for conservation treatment to ensure proper environmental conditions and safety, or must all work be done in-situ/in a staged area except for transportation between the two buildings?

A13. Yes, all restoration work is to be performed off-site at the restorer's location. The only exception is the mounting of the murals to panels and final installation on walls.

Q14. What is the approximate weight of each mural, if known?

A14. Unknown

Q15. Will Newton South High School and/or Newton North High School have any other active construction projects during the anticipated period of performance?

A15. The restoration work will not take place in any of our school buildings. There will be no construction projects allowed during the scheduled installation period. Installation must be planned when school is not in session.

Q16. Will the relevant areas of the two schools be closed to students and the public during scheduled installation/conservation work? Will conservators be subject to regulations governing situations where contact with students may be possible (i.e. background checks, drug testing, fingerprinting, etc.)?

A16. Any employee of the awarded contractor must undergo a CORI and SORI background check before they can enter any of our school buildings to perform any of the installation work. Any contractor's employee involved in transporting the murals will be escorted by an authorized school employee during the actual pick up.

Q17. Do any provisions regarding local or in-state vendor preference apply to this IFB?

A17. No

Q18. Where will the murals be installed at Newton North High School? How high off the ground will the bottom of the mural be expected to hang? Are there any obstructions on the wall that would prevent scaffolding from being erected along the full length of the wall? Can photographs of the wall be provided?

A18. Please refer to bid page 23 for photo of wall for main mural and page 28 for approximate hanging heights. Also note that in Addendum #1 it states that an appointment can be made if a potential installer wishes to view the mural wall locations.

Q19. Please describe the ventilation that will be available at both Newton South High School and Newton North High School. Is it a requirement of the project that the conservator provide chemical exhaust to the outside of the building, or an alternative ventilation system? Can nearby windows be opened? Are the air return ducts in the walls actively in use as part of the building's HVAC system? Can they be temporarily covered or shut off during the conservation process to avoid solvent or chemical vapors from circulating through the duct system?

A19. There will be no restoration work performed on-site at any school building. Only mounting to panels and the actual installation will take place at Newton North High.

Q20. Page 2 of the solicitation document states: "Any proposer that is not incorporated in Massachusetts shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts." May foreign businesses file with the Secretary of State following contract award, or must this process be completed with written authority received prior to the bid opening deadline in order for the bidder's proposal to be considered?

A20. Under Massachusetts law a corporation incorporated under the laws of a non-Massachusetts jurisdiction must file a certificate of registration within 10 days after it starts to transact business in the commonwealth. A certificate of legal existence or good standing issued by an authorized officer or agency in the jurisdiction of organization shall accompany the certificate of registration. M.G.L. c.156D, § 15.03. As the filing must be accompanied by a \$400 registration fee, the City will not require a Secretary of State certification with the bid submission, provided, however, that if the low bidder does not submit the certification with its bid, it shall provide it within four (4) business days of the bid opening. If the certification is not provided within that time, the contract will be awarded to the next lowest responsive and responsible bidder that has provided a certification.

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.



Nicholas Read
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

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Fax (617) 796-1227

December 7, 2015

ADDENDUM #1

INVITATION FOR BID #16-38

SUPPLY & DELIVER PROFESSIONAL CONSERVATION MURAL RESTORATION AND INSTALLATION SERVICES FOR NEWTON PUBLIC SCHOOLS

THIS ADDENDUM IS TO: **Answer the following Question:**

Q1. I am reviewing City of Newton Invitation for Bid #16-38 regarding mural conservation and installation for Newton Public Schools and am wondering if an appointment can be made to view the artwork and destination site. I understand there was a public opportunity to view the murals in September 2015; regretfully, this bid posting is the first time our company has heard about the project.

A1. The murals have been stored rolled, and they were unrolled and re-rolled once in September. Regrettably it is not possible to unroll the murals again due to their delicate condition. However, we have attached photos of the murals (see below) taken in September. All three murals will be installed at Newton North High School. There is a designated wall in the entrance lobby area for the large central mural and a hallway wall where the two side murals will be installed. If interested, contractors may contact School Purchasing Department at 617-559-9050 to coordinate a time to view the walls where the murals will be installed.

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.



Nicholas Read
Chief Procurement Officer

THIS SPACE LEFT BLANK INTENTIONALLY.

Mural in Current Condition:



