

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE NEWTON PUBLIC SCHOOLS***

**PROJECT MANUAL:  
NPS – SUPPLY AND DELIVER 1,000 BRAND  
NEW ENROLLED CHROMEBOOKS &  
GOOGLE CHROME MANAGEMENT  
LICENSES**

***INVITATION FOR BID #21-77***

**Bid Opening Date: June 10, 2021 at 10:00 a.m.**

**MAY 2021**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #21-77**

The Newton Public Schools (NPS), through the City of Newton (City), invite sealed bids in accordance with M.G.L. c.30B from Contractors for:

**NPS – SUPPLY AND DELIVER 1,000 BRAND NEW ENROLLED CHROMEBOOKS &  
GOOGLE CHROME MANAGEMENT LICENSES**

Bids will be received until: **10:00 a.m., Thursday, June 10, 2021\***  
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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.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 and read aloud.

**\* To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Bidders who wish to attend the Bid Opening can do so by telephone conference call. To attend, call 617.454.5555. When prompted, enter Participant Passcode 1220#. There will be no in person meetings.**
- 2. Bids not received in Room 108 by mail or courier may be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 3. Bids results will be scanned and posted as soon as practicable after the opening. Copies of bids will be available on written request.**

Contract Documents will be available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., May 27, 2021.**

There will be no charge for contract documents.

Bid surety is **not** required with this bid.

Multiple awards may be made to the lowest, responsive and responsible bidder(s) based on Line 01 and/or Line 02 totals.

This Invitation For Bid (IFB) is soliciting bids for 1,000 Brand New Enrolled Chromebooks and Google Management Licenses with a one (1) year warranty.

The City will award one contract to the lowest bidder based on the Total for either the **Preferred Model** or the **Acceptable Model**, as the City shall elect, and subject to availability of funds. Bidders may submit bids for one or both Models. However, bidders not providing a price for a Model which includes Licenses, Enrollment and a 1-year warranty as specified will be deemed unresponsive and therefore rejected.

This will be a one-time purchase with inside delivery on or before August 20, 2021 to two (2) Newton Public High School locations. All prices shall be F.O.B. with inside deliveries consisting of 560 units to Newton North High School at 457 Walnut Street, Newtonville, MA 02460 AND 440 units to Newton South High School at 140 Brandeis Road, Newton Centre, MA 02459.

NPS may select an alternative date if approved in writing in advance by an authorized NPS employee. Awarded Contractor(s) will receive a Purchase Order for the items listed within this Project Manual.

The dollar value of the contract may be increased by an amount up to twenty five percent (25%) of the contract total in accordance with M.G.L. c. 30B, §13.

All bids must be submitted in the manner and form prescribed by the Invitation for Bid (IFB) which controls award(s) 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 and one (1) COPY**

All City bids are available on the City's web site at [www.newtonma.gov/bids](http://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](mailto: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](mailto: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 style with a large, prominent "N" and "R".

Nicholas Read  
*Chief Procurement Officer*  
May 27, 2021

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents and work 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](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, June 04, 2021** at 12:00 noon.
- 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.
- 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](http://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](mailto: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 #21-77.**

**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](http://www.newtonma.gov/purchasing).

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #21-77," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 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 is open.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

\* GENERAL BID FOR: #21-77

NAME OF PROJECT: **NPS – SUPPLY AND DELIVER 1,000 BRAND NEW ENROLLED CHROMEBOOKS & GOOGLE CHROME MANAGEMENT LICENSES**

\* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 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 is open.
- 4.8 Bids shall be submitted with one (1) **original** and one (1) **copy**
- 4.9 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.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) 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 telegraphic request. Telegraphic 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 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 in Bid Form #21-77 attached hereto. One (1) contract will be awarded lowest bidder based on two alternates:<sup>1</sup> the Total for the **Preferred Model** (Line 01) and the Total for the **Acceptable Model (Line 02)**, as the City shall elect and subject to availability of funds. Whichever Model is selected, the contract award will be made to the responsive and responsible bidder submitting the lowest Total for that Model..Bidders may submit bids for one or both Models. 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 any 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 responsive and responsible 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 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.

---

<sup>1</sup> Alternates are options for which the bidders must submit separate prices that the awarding authority may choose to include in a bid package. The awarding authority reserves the right to select or reject the alternative work, based on the prices received.

## 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) ensure that those attributes are being addressed as part of operations.

**END OF SECTION**

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #21-77

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:

NPS – SUPPLY AND DELIVER 1,000 BRAND NEW ENROLLED CHROMEBOOKS & GOOGLE CHROME MANAGEMENT LICENSES

B. This bid includes addenda number(s) \_\_\_\_\_.

C. The contract price(s) will be:

Chromebook and License Bid List

1,000 brand new enrolled Chromebooks (see Models and part numbers below) with Google Chrome Management Licenses. NO SUBSTITUTES are allowed from the 2 models listed below. These will come with a minimum of one (1) year warranty. Enrollment to include: installation of NPS asset id tag which will be provided by NPS, enrolled into NPS Google Domain, the asset id and machine name noted in the admin console with the most current, stable version of chrome, and electronic spreadsheet provided of serial number and assist ID barcode tag by delivery location. Shipping and handling charges are included. Enrolled Chromebooks are to be delivered to two (2) high school locations on or before August 20, 2021. All prices shall be F.O.B. with inside deliveries shall consist of 560 units to Newton North High School at 457 Walnut Street, Newtonville, MA, 02460 AND 440 units to Newton South High School at 140 Brandeis Road, Newton Centre, MA 02459.

NPS is seeking alternate bids for approximately 1,000 of the following two (2) models:

Line 01) Preferred model: Brand New enrolled Lenovo 300e 2nd Generation (manufacturer # 82CE0000US) and License with one (1) year warranty as per bid specifications =

Number of Devices to purchase is contingent upon funding.

IMPORTANT: Award will be made to the lowest responsive and responsible bidder for the Model selected by the City. No substitutions from the Models listed within the bid specifications will be accepted.

\*The bid 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 those set forth above. \$ \_\_\_\_\_ X 1,000 (# of units)\* = \$ \_\_\_\_\_ Line 01Total

\_\_\_\_\_ and \$ \_\_\_\_\_
(Written word Line 01Total) (Numerical)

Line 02) Acceptable model: Brand New enrolled Acer Chromebook Spin 511 (manufacturer # R752T-C3M5) and License with one (1) year warranty as per bid specifications =

\$ \_\_\_\_\_ X 1,000 (# of units)\* = \$ \_\_\_\_\_ Line 02Total

\_\_\_\_\_ and \$ \_\_\_\_\_
(Written word Line 02Total) (Numerical)

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, 2 pages  
Bidder's Qualifications and References Form, 2 pages  
Certificate of Non-Collusion, 1 page  
Certification of Tax Compliance, 1 page  
Certificate of Foreign Corporation (if applicable), 1 page  
Debarment Letter, 1 page  
IRS W-9 Form, 1 page

- 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.

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  
(Voluntary) or Federal Identification Number

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OR**

\_\_\_\_\_  
Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\* 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**

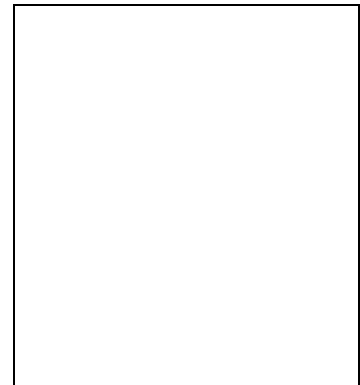
---

**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 # \_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
EIN

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

### Part II Certification

Under penalties of perjury, I certify that:

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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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



# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

### GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City.
2. 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 representation that is inconsistent with the terms of the Contract Documents.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB Number and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery to the Newton Department specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
8. 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.
9. The Seller 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.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. 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.
13. If so stated in the IFB 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).
14. If the IFB requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder

within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
16. 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.
17. 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.
18. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
19. 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 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.
20. Any agreement hereunder may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. The agreement may be electronically signed and transmitted, which electronic signature shall be binding on the signing party.
21. 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. c.111F, §§8, 9 and 10 and the regulations contained in 441 CMR §21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. c.111F, §7 and the regulations contained in 441 CMR §21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the purchase 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 M.G.L. c.111F 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.

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

## 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.

**SCOPE OF SERVICES**  
**NEWTON PUBLIC SCHOOLS**  
**NPS – SUPPLY AND DELIVER 1,000 BRAND NEW ENROLLED**  
**CHROMEBOOKS & GOOGLE CHROME MANAGEMENT LICENSES**

1.0 Scope

- 1.1 NPS is accepting bids for approximately 1,000 brand new Chromebooks and Google Chrome Management Licenses as per the bid list attached. Chromebooks must be enrolled and come with a one (1) year warranty.
- 1.2 All bids must be submitted in the manner and form prescribed by the specifications which control award of the contract(s). Bid items will be awarded **to the lowest responsive and responsible bidder(s) based on the total by line item.**
- 1.3 Quantities specified are based on a census taken by 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. Bids must remain in effect a minimum of one hundred and twenty (120) days after the bid opening.
- 1.4 In an effort to purchase the quality of product necessary, requested samples are required of all bid items unless bidding on the exact product referenced within the bid item description.

All prices shall be F.O.B. The Line 01 and/or Line 02 inside deliveries shall consist of up to 1,000 units to two (2) high school locations on or before August 20, 2021. All prices shall be F.O.B. with inside deliveries shall consist of 560 units to Newton North High School at 457 Walnut Street, Newtonville, MA, 02460 AND 440 units to Newton South High School at 140 Brandeis Road, Newton Centre, MA 02459.

2.1 Description and Quality

- 2.2 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 Newton Public Schools 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.
- 2.3 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.
- 2.4 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.

3.1 Delivery

- 3.2 All packages, cartons, or other containers must be clearly marked with a) the school designation, b) a packing slip with contents or item number from specifications, c) the number of boxes on shipment, d) the purchase order number and e) the vendor's name and order number.
- 3.3 Deliveries for Line 01 and/or Line 02 shall consist of up to 1,000 units to two (2) high school locations on or before August 20, 2021. All prices shall be F.O.B. with inside deliveries shall consist of 560 units to Newton North High School at 457 Walnut Street, Newtonville, MA, 02460 AND 440 units to Newton South High School at 140 Brandeis Road, Newton Centre, MA 02459.
- 3.4 All deliveries shall be made to the inside of the building and contractor is cautioned to notify their shipping contractor that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.
- 3.3 This will be a one-time purchase by line item. Contractor(s) will receive a Purchase Order for the items that are awarded to it.**
- 3.4 Deliveries shall be made between the hours of 9:00 a.m. and 2:00 p.m., Monday through Friday. Forty-eight (48) hours' notice of delivery is required by contacting the Purchasing Department at 617-559-9050. Newton Public Schools shall not be responsible for deliveries that cannot be made because notice was not received in time.
- 3.5 Deliveries for Lines 01 and 02 **are to be completed on or before August 20, 2021 for enrolled Chromebooks** unless otherwise indicated or notified by the Contractor and approved in writing by the IT Director, Newton Public Schools.

4.1 Payment

- 4.2 Invoices shall be billed to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460.
- 4.3 Invoices must be in duplicate, by department, including the a) purchase order number, b) department name, c) item number, d) quantities, e) description, f) unit price and g) totals.

**IMPORTANT: Award(s) will be made to the lowest responsive and responsible bidder(s) based on the Total by line item.**

\* No alternates will be accepted other than the two (2) models listed.

**Inside Deliveries of up to 1,000 Chromebooks are required upon receipt of the awarded Purchase Order unless otherwise specified.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail \_\_\_\_\_

**END OF SECTION**