

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR NEWTON COMMUNITY  
DEVELOPMENT AUTHORITY***

**PROJECT MANUAL:**

**Newton Housing Authority  
2148-2150 Commonwealth Ave.  
Newton, Massachusetts  
Housing Rehabilitation**

***INVITATION FOR BID #22-47***

**MANDATORY Pre-Bid Meeting: February 24, 2022 at 10:00 a.m.**

**Bid Opening Date: March 10, 2022 at 10:00 a.m.**

**February 2022**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #22-47**

The City of Newton (City) invites sealed bids from Qualified Contractors for the benefit of the Newton Housing Authority (Applicant), with respect to Applicant's property located at 2148-2150 Commonwealth Ave, Newton MA (Property). It is understood that, while the City is responsible for the procurement, the contract awarded will be between the Applicant and the Contractor, and that upon execution of the contract between the Applicant and the Contractor, the neither the Newton Community Development Authority (Authority) nor the City shall have any liability to either of them, for any reason whatsoever. The contract is for the following purposes:

**Renovations to the Property as set forth in the Specs by Location/Trade  
attached as Attachment A (Project)**

**MANDATORY Pre-Bid Meeting: 10:00 a.m., Thursday, February 24, 2022, located at: 2148-2150 Commonwealth Ave, Newton.**

**This MANDATORY walk through of the work site may be held at such later date and time as the City shall specify in an email notice to all Bidders of record.**

**Bids will be received until: 10:00 a.m. , Thursday, March 10, 2022**

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately 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](http://www.newtonma.gov/bids) pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., February 17, 2022.**

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

Award will be made to the lowest, responsible, and responsive QUALIFIED CONTRACTOR for services based on the Grand Total from Bid Form #22-47. 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 not be increased by an amount more than twenty five percent (25%) of the contract total. "Qualified Contractor" requirements are set forth at Section 7.5 below.

The term of the awarded contract **shall extend from the time of execution for approximately sixty (60) days or until the Project is finished.**

All bids shall be governed by the terms and conditions set forth in this IFB. Any supplies subject to the bid shall be delivered F.O.B. Destination at the Property.

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](http://www.newtonma.gov/bids). It is the sole responsibility of the contractors 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 as permitted by law or if it is in the best interests of the City or the Applicant. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

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

CITY OF NEWTON



Nicholas Read, *Chief Procurement Officer*

February 17, 2022

**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 Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has attended the mandatory pre-bid meeting and walk through at the work site and is familiar with the local conditions for which the services are being procured.
- 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 **March 4, 2022 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 contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) outside of the Purchasing Department, once an IFB 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 #22-47**.

**ARTICLE 3 – PRIVATE CONTRACT**

The IFB is administered by the City of Newton and its Community Development Authority. However, the resulting contract will be between the Applicant and the contractor selected as the lowest responsive and responsible bidder. Even though funds are provided through the Authority, as the parties to the contract will be private persons, the contract shall not be deemed to be a public contract.

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

- 4.1 Bids shall be submitted on the "Bid Form #22-47," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- \* GENERAL BID FOR: #22-47
- \* NAME OF PROJECT: 2148-2150 Commonwealth Ave, Newton, MA Housing Rehabilitation
- \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- \* BIDDER QUALIFICATIONS CERTIFICATE
- \* NEW CONTRACTOR APPLICATION (if applicable)

- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.7 Bids shall be submitted with one **original** and two **2 copies**.

#### 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 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 (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 One (1) contract will be awarded on behalf of the Applicant to the responsive and responsible Qualified Contractor providing the lowest Grand Total for the housing rehab work on Bid Form #22-47. Bidders must include scope of work in their Grand Totals. 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. While it is the intent of the City that this procurement follow as closely as possible the requirements of M.G.L. c.30B, it is not required to do so and it may therefore waive any requirements of that statute or this IFB as it deems necessary or appropriate.
- 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; and (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.

- 7.5 As used herein, "Qualified Contractor" means a contractor which has been pre-qualified by the City's Rehab & Construction Coordinator. If a contractor wishes to submit a bid but is not pre-qualified, it can apply for qualification on or prior to the bid submission date. The Contractor Application for qualification and related materials are attached hereto as Exhibit C.
- 7.6 Subsequent to identifying the lowest responsive and responsible bidder, and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder and the Applicant shall execute and deliver to the City a contract in such number of counterparts as the City may require.
- 7.7 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 Bidder shall 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 As the Applicant is a private person, there is no exemption from payment of the Massachusetts Sales Tax.

#### ARTICLE 9 – FEDERAL HOUSING ASSISTANCE REQUIREMENTS

Funds for the construction services procured hereby are provided through the federal programs designed to provide assistance to low and moderate income homeowners. Based on the amount of the contract, the Contractor will have to comply with one or more of the requirements of 24 CFR 135 of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §17010.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**

**BID FORM #22-47**

- 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 to the Applicant named therein entitled:

**Newton Housing Authority**  
**2148-2150 Commonwealth Ave.**  
**Newton, Massachusetts**

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

- C. The contract price(s) will be per attached Attachment A, Specs By Location/Trade.

Price for Specs By Location Trade (Rehab)     \$ \_\_\_\_\_

(GRAND TOTAL, Specs By Location/Trade (Rehab) must be placed here)

\_\_\_\_\_ and \$ \_\_\_\_\_  
(Written word) (Numerical)

**GRAND TOTAL (From execution of the contract through completion of the Project)**

**IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on GRAND TOTAL.**

**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
- Attachement A, Specs By Location/Trade, 1 Form, 4 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 W9 Form, 1 page
- Business Category Information Form, 1 page
- Bidder's Qualifications Certificate, 1 page
- New Contractor Application (if applicable), 2 pages

- 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 with the Applicant 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**

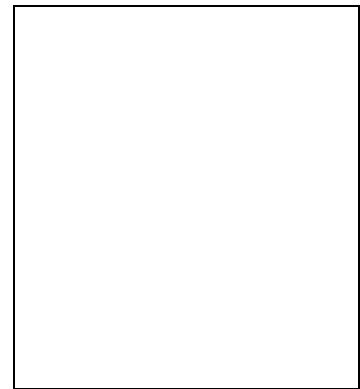
---

**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.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

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

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Business Category Information Form\*

IFB No. 22-47

## 2148-2150 Commonwealth Avenue Housing Rehabilitation

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
By: \_\_\_\_\_

Date:

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 or the Applicant.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. Neither the City nor the Applicant will 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 destination 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, as specified on purchase order, or from date correct invoice is received, 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 or the Applicant, 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 Contractor.
9. The Contractor shall indemnify and save harmless the City, the Applicant, and all persons acting for on behalf of either of them from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at it's expense, and as the City or Applicant 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 best estimates of the work to be performed during the term of this Contract, the City and the Applicant do not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the they reserve 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 may be 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 or the Applicant and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
16. The Contractor shall agree to indemnify, defend and hold the City and Applicant harmless from any and all claims arising out of the performance of this contract.
17. "Or 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. 39M, 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 Applicant.

Except as otherwise provided for by the provisions of M.G.L. c30, §39J, the Contractor shall not have any right of appeal from the decision of the Applicant rejecting 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.

18. 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.
19. 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.
20. Funds for the construction services procured hereby are provided through the federal programs designed to provide assistance to low and moderate income homeowners. Based on the amount of the contract, the Contractor will have to comply with one or more of the requirements of 24 CFR 135 of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §17010.

**FAILURE TO COMPLY WITH ALL APPLICABLE 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.

## NEWTON HOUSING REHABILITATION PROGRAM

### OWNER CONTRACTOR AGREEMENT

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter the “**Contractor**”), and \_\_\_\_\_, (hereinafter the “**Owner**”), of \_\_\_\_\_.

**WHEREAS**, the Owner desires to engage the Contractor in rehabilitation work to \_\_\_\_\_ using financial assistance in the form of federal Community Development Block Grant funds provided by the Newton Community Development Authority, an organization duly constituted under Chapter 705 of the Acts of 1975, as amended acting by and through its Housing Program Manager and/or her designated staff but without personal liability to her or her staff (hereinafter the “**NCDA**”); and

**WHEREAS**, the Contractor has 60 days from the date the Housing Rehabilitation Construction Manager issues a Notice to Proceed or \_\_\_\_\_ to complete project funded work.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Employment of Contractor.

The Owner hereby engages the Contractor to perform the services and supply the materials hereinafter set forth.

2. Scope of Services.

The Contractor shall perform all the services and furnish all the material necessary to make the improvements described in this Agreement for the aforesaid property.

3. Improvements.

The improvements to be made and/or constructed by the Contractor are set forth in **Exhibit A, Work Write Up dated** \_\_\_\_\_ attached hereto and specifically incorporated by reference herein.

4. Time for Performance.

The Contractor has ten (10) calendar days from the date the Notice to Proceed is issued to begin project work. All project work to be performed by the Contractor shall be completed in accordance with the approved **Work Write Up dated** \_\_\_\_\_, **Exhibit A**, attached hereto and specifically incorporated by reference herein, and provided to the Newton Housing Rehabilitation Program staff from the Contractor.

5. NCDA as Agent of the Owner; Notice to Proceed.

(a) The Contractor agrees and understands that the Owner has designated the NCDA and its staff as agent of the Owner in the administration of this Construction Agreement, including the issuance of any orders and changes, inspection of work, resolution of disputes, and processing of payment.

(b) The Contractor shall not commence work until receiving a written Notice to Proceed signed by the NCDA. The Notice to Proceed shall be issued not more than ten (10) days from the Contract Date of this Agreement.

6. Subcontractors.

The Contractor shall not be required to employ any Subcontractor against whom he has a reasonable objection. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Agreement documents shall create any contractual rights or obligations between any Subcontractor and the Owner and/or the NCDA. The Contractor shall submit to the NCDA a complete list of Subcontractors, upon request.

7. Insurance and Indemnification.

The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this Agreement, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. General liability insurance protecting the Owner and the NCDA shall be written for not less than \$500,000 per occurrence for bodily injury to persons and not less than \$500,000 per occurrence for property damage. Certificates of insurance shall be filed with the NCDA prior to the commencement of work.

The Contractor shall defend, indemnify and hold harmless the Owner, the NCDA, and the City of Newton, and their respective officers and employees, from liability and claim for damages because of bodily injury, death, sickness, disease, property damage or loss and expense arising in whole or in part from any act or omission of the contractor, his sub contractor(s), or the employees, agents, or independent contractor(s) of either of them regardless of whether it is caused in part by any party indemnified hereunder from Contractor's operations under this Contract.

8. Changes.

All changes to this Agreement and Work Write Up shall be mutually agreed to in writing signed by the parties. Any changes not signed by all the parties to this Agreement shall be null and void.

9. Waiver of Liens.

The Contractor shall submit to the NCDA a waiver of all mechanics and material liens prior to final payment of the consideration set forth herein.

10. Compensation.

The Owner agrees to compensate the Contractor in the Compensation Amount of \_\_\_\_\_ for the services and the materials to be provided herein. **The City of Newton through the Newton Community Development Authority will provide a total of \_\_\_\_\_ to the Contractor for the satisfactory performance of work.**

11. Workmanship.

The work provided hereunder by the Contractor shall be executed as directed by the Work Write Up in the most sound, workmanlike and substantial manner; and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

12. Defects after Completion.

The Contractor shall guarantee the work performed for a period of twelve (12) months from the date of final acceptance of all work required by the Agreement. Furthermore, the Contractor shall furnish the Owner, in care of the NCDA, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Agreement. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon direction of the Owner or NCDA, be corrected and made good by the Contractor at his expense.

13. Inspection of Work.

The NCDA shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the NCDA timely notice of its readiness for inspection and, if the inspection is by an authority other than the NCDA, the time fixed for such inspection. Inspections by the NCDA shall be promptly made. If any work should be covered up without approval or consent of the NCDA, it must, if required by the NCDA, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this Agreement, including any incorporated plans and specifications, the Contractor shall pay costs of correcting the defective work; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

14. Permits and Licenses.

All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the Contractor. If the Contractor observes that any drawings, plans and/or specifications are at variance with applicable laws, rules, ordinances, and/or regulations bearing on the conduct of the work, he shall promptly notify the NCDA in writing. Any necessary changes in project work shall be adjusted as provided for Section 8 of this Agreement. If the Contractor knowingly performs work contrary to such laws, ordinances, etc. and without notice to the NCDA, he shall bear all costs arising therefrom. All work shall be performed in conformance with applicable local codes and requirements whether or not covered by the specifications and drawings for the work.

15. Disputes.

All claims or disputes or matters in question between the Owner and Contractor arising out of, or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or other alternative forms of dispute resolution or mediation acceptable to both parties, unless the parties mutually agree otherwise

No demand for arbitration of any such claim, dispute or other matter may be made until the matter has been submitted, by either party, to the NCDA for the NCDA's recommendation for resolution, and either (a) the NCDA has rendered its written recommendation or (b) fifteen (15) business days have passed since the NCDA's receipt of such submission.

If the NCDA renders such a written recommendation, even if rendered after arbitration proceedings have been initiated, such recommendation may be entered as evidence in the arbitration, but will not supersede the arbitration proceedings.

Notice of the demand for arbitration will be filed in writing with the American Arbitration Association and with the other party to the claim, dispute or other matter in question, provided however, that any such demand for arbitration of any such claim, dispute or other matter in question must be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.

No arbitration arising out of or relating to this Agreement shall include, whether by consolidation, joinder or in any other manner, as a party the NCDA, the City of Newton or the agents, employees or officials of either.

The award rendered by the arbitrators will be final and judgment may be entered upon it in any court having jurisdiction thereof.

The arbitrators may assess costs of arbitration and/or attorney's fees in favor of either party at the discretion of the arbitrators in accordance with said rules of the American Arbitration Association.

16. Equal Employment Opportunity.

During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that may be provided by the NCDA.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

17. Compliance with Federal Law.

The parties to this Agreement agree to comply with the provisions of federal law, SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968, attached hereto as Exhibit A, and specifically incorporated by reference.

18. Executive Order 11246.

If the sum to be charged for the work is more than \$10,000, the Contractor further agrees to comply with the provisions of EXECUTIVE ORDER 11246 OF SECRETARY OF LABOR: CONTRACTOR'S AGREEMENTS, attached hereto as Exhibit B, and specifically incorporated by reference.

19. Non-Liability of the NCDA.

The Contractor and Owner agree to hold the NCDA and the City of Newton harmless for any damages concerning the undertaking and execution of this Agreement.

20. Default.

In case of default by the Contractor, the Owner and the NCDA may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

21. Termination.

In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Agreement or fails to proceed with or complete the work within the time limit specified in this Agreement or if the provisions of the Agreement are otherwise violated by the Contractor, then in any such case upon passage of ten (10) days after service of written notice, the violation shall cease or satisfactory arrangements shall be made for its correction; otherwise the Contractor, by written notice may be declared in default and his right to proceed under the Agreement terminated. In the event the Contractor is thus declared to be in default, the Owner, and the NCDA will proceed to have the work completed, shall apply to the cost of having the work completed any money due the Contractor under the Agreement, and the Contractor shall be responsible for any damages resulting to Owner by reason of said default.

22. Notice.

Notices to be given by the Owner or the NCDA to the Contractor shall be considered given for the purpose of this Agreement if mailed by regular mail to the Contractor's address. Notices to be given by the Owner or Contractor to the NCDA shall be considered given for the purpose of this Agreement if mailed by regular mail to the City of Newton, Planning and Development Department, 1000 Commonwealth Avenue, Newton, MA 02459. Notices to be given by the Contractor or the NCDA to the Owner shall be considered given for the purpose of this Agreement if mailed by regular mail \_\_\_\_\_

23. Assignment.

The Contractor shall not assign the Agreement without prior written consent of the Owner and the NCDA.

24. Contractor to Keep Premises Clean.

The Contractor shall keep the premises clean and orderly during the course of the work and shall remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

25. Access to Utilities.

The Owner shall permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work.

26. Cooperation.

The Owner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary.

27. Conflict of Interest.

No officer, employee or official of the City of Newton or of the NCDA shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or other business for profit, or association in which he or she is, directly or indirectly interested or has any personal or primary interest, direct or indirect.

\*\*\*\*\*

SIGNATORIES

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in duplicate as of the date written above, in the City of Newton, Middlesex County, Massachusetts.

**OWNER:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Witness

**CONTRACTOR:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Witness



## EXHIBIT A

### SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968

A. The improvements hereunder are funded by federal financial assistance from the U.S. Department of Housing and Urban Development. As such, the improvements are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 170. Section 3. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low- income persons. **For the purposes of this Agreement, a low- income household of one means a household whose income does not exceed \$33,050, a moderate-income household of one means a household whose income does not exceed \$47,150.**

B. The parties to this Agreement will comply with the provisions of the Act and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of HUD. The parties agree that they are under no contractual or other obligation that would prevent compliance with these the Act.

C. The Contractor agrees to send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract a notice that notifies the organization or workers representative of the Act. The Contractor further agrees to post copies of the notice in conspicuous places available to employees and applicants for employment and training.

D. The Contractor shall ensure that references to the applicable sections of the Act are in every subcontract in connection with the project. The Contractor agrees to take appropriate action, including legal action, in the event the subcontractor is in violation of 24 CFR 135. The Contractor shall not subcontract with any subcontractor where there is notice or actual knowledge that the subcontractor is in violation of the Act.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, his successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, his contractor and subcontractors, his successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

## EXHIBIT B

### EXECUTIVE ORDER 11246 OF SECRETARY OF LABOR: CONTRACTOR'S AGREEMENTS

- A. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor. Section 202 of the provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339.
- B. In the event of the Contractor's noncompliance with the Executive Order, or with any related rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts.
- C. All Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339, unless otherwise noted.

**EXHIBIT C**

**BIDDER QUALIFICATION CERTIFICATE  
2148-2150 COMMONWEALTH AVE, NEWTON MA IFB #22-47**

To: Newton Community Development Authority (Authority)

Reference is made to the above Invitation for Bid (IFB). This Certificate is required to be eligible for consideration under the IFB. Accordingly the undersigned hereby certifies that it has either (1) provided the following to the Authority which is currently in effect or (2) attached the following to this Certificate, which attachment are incorporated herein:

1. Copy of Unrestricted MA Construction Supervisor License.
2. Copy of MA Home Improvement Contractor Registration.
3. Copy of MA RRP Firm Certification.
4. Copies of RRP certification For Workers.
5. Copy of MA Deleader Contractor License.
6. Copies of MA Deleader Supervisors Licenses for all employees.
7. Copies of MA Deleader workers License for all employees.
8. At least 3 referrals for jobs over \$25,000.00
9. Corporate name as it appears on Secretary of State’s William Francis Galvin website for all corporations and LLCs.
10. Business certificate for all DBAs. List name and title of all authorized signatories
11. Proof of insurance pertaining to General Liability and Property Damage, in amounts not less than set forth below:  
Commercial General Liability - (Bodily Injury, including accidental death)  
\$1,000,000 per occurrence and (Property Damage) \$1,000,000 per occurrence.
12. Proof of Workers Compensation insurance – MA Statutory Requirements.

The undersigned certified further that in the event that it is the successful bidder or quoter, it will provide a certificate(s) of insurance coverage of the types and amounts required. The City of Newton shall be named in such policies as additional insured on said coverage and shall be a certificate holder thereof. The undersigned agrees also to contact its insurance company (ies) so that they notify the certificate holders of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

The undersigned acknowledges that if it does not have a current Deleaders Contractors’ license, it will not be able to bid or quote on the lead abatement portion of any projects.

\_\_\_\_\_ (Name of Bidder)

By: \_\_\_\_\_

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

Questions to regarding completion of this Certificate:

**Doug Desmarais 617-796-1148**  
**Housing Rehabilitation/Construction Manager**  
**1000 Commonwealth Ave., Newton, MA 02459**  
**Email: [ddesmarais@newtonma.gov](mailto:ddesmarais@newtonma.gov)**



Ruthanne Fuller  
Mayor

**City of Newton, Massachusetts**  
Department of Planning and Development  
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone  
(617) 796-1120  
Telefax  
(617) 796-1142  
TDD/TTY  
(617) 796-1089  
www.newtonma.gov

---

**NEWTON HOUSING REHABILITATION PROGRAM**  
1000 Commonwealth Avenue  
Newton, MA 02459  
617-796-1148

**CONTRACTOR APPLICATION**  
(General Contractor)

Name of Contractor: \_\_\_\_\_

Name of Business (If different): \_\_\_\_\_

Business Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address:

Number of years in business: \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

Types and Limit of Insurance:  
(Please indicate carrier, limits and policy # (s))

---

Customer reference: (property owners for whom you have recently completed work for in excess of \$8,000.00).

Customer \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Job \_\_\_\_\_

Customer \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Job \_\_\_\_\_

Customer \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Job \_\_\_\_\_

Have you ever been debarred or has your Contractor's License ever been revoked?

If yes, give details:

Have subcontractors, suppliers or customers sued any member (s) of the firm within the past three years?

If yes, give details:

I certify that all information in this statement, and all information furnished in support of this statement, is true and complete to the best of my knowledge and belief:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## 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.

# NEWTON COMMUNITY DEVELOPMENT AUTHORITY

## SCOPE OF SERVICES

### GENERAL REHABILITATION CONSTRUCTION SERVICES

**RE: Newton Housing Authority  
2148-2150 Commonwealth Ave.  
Newton, Massachusetts**

#### 1.0 Scope

- 1.1 Newton Community Development Authority, on behalf of the above-referenced applicant (Applicant) is accepting bids for construction services per the bid list attached. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract. Bid award will be made to the lowest responsive and responsible bidder for all line items based on Grand Total. Any bidder not providing prices for all line items may be deemed non-responsive and therefore rejected.
- 1.2 Applicant intends to enter into a contract for services for construction services beginning upon contract execution and extending through project completion. These services are needed to for improvement to the above referenced Project.

#### 2.0 Description and Quality

- 2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Applicant whose determination shall be final and conclusive. Vendors shall guarantee quality control of all goods at no additional cost to the Applicant. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.
- 2.2 The use of environmentally preferable products is encouraged, 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.
- 2.3 Material Safety Data Sheets must be forwarded to the Newton Community Development Authority within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

### 3.0 Delivery of Services

- 3.1 Services shall be provided promptly from the time an order is placed via on-line, telephone or email. An exception is only allowed with pre-approval in writing by an authorized employee.
- 3.2 Services shall be provided during normal business hours, Monday through Friday.
- 3.3 The equipment used in the transportation and delivery of supplies procured shall be maintained in a sanitary condition at all times. The equipment shall be subject to unannounced inspections at any time. All vehicles must turn off their engines while services are being provided.

### 4.0 Payment

- 4.1 Invoices shall be billed to Planning and Development Attn: Doug Desmarais, Housing Rehab/Construction Manager, City of Newton 1000 Commonwealth Avenue, Newton, Massachusetts 02459, or via email ddesmarais@newtonma.gov.
- 4.2 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.

**END OF SECTION**



**ATTACHMENT A**

**Attachment A consists of one (1) set of specifications which are applicable to this project:**

**SPECS BY LOCATION TRADE**

**Newton Housing Authority  
2148/2150 Commonwealth Ave.  
Newton, Massachusetts**

**IFB #22-47**