

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR NEWTON PUBLIC SCHOOLS***

***PROJECT MANUAL:***

**Replacement and Maintenance of Window Shades  
and Door Shades at Newton Public Schools**

***INVITATION FOR BID #23-31***

**Bid Opening Date: October 20, 2022 at 10:00 a.m.**

**OCTOBER 2022**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #23-31**

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

**REPLACEMENT AND MAINTENANCE OF WINDOW SHADES AND DOOR SHADES  
AT NEWTON PUBLIC SCHOOLS**

Bids will be received until: **10:00 a.m., Thursday, October 20, 2020**  
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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.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.

Contract Documents will be available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or pick up at the Purchasing Department after **10:00 a.m., on October 6, 2022**. There will be no charge for contract documents.

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

Award will be made to the lowest, responsive and responsible bidder for the **combined grand total for the replacement and maintenance of window shades and door shades for Newton Public Schools**. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected.

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

The term of the contract shall **extend for one (1) year from the day of contract execution**. The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions**. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

All bids must be submitted in the manner and form prescribed by the Invitation for Bid which controls award of the contract. The continuation of this contract shall be subject to the vendor meeting the minimum requirements of the scope of service with no change in the contract price, terms and conditions and to the appropriation and /or continuation of funding.

All prices shall be FOB inside delivery, satisfactory installation, clean-up and removal of all debris.

Shade work will be (as needed) for 23 school buildings located within the City of Newton.

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

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

All City of Newton bids are available on the City's web site, [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 Dept. (617) 796-1220 or e-mail [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton 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

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

Nicholas Read  
*Chief Procurement Officer*  
October 6, 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 Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder is familiar with the local conditions under which the work has to be performed.
  3. Failure to so examine the Contract Documents or become familiar with local conditions 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, October 14, 2022 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](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 #23-31**.

**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 23-31,” 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: **#23-31**
  - \* NAME OF PROJECT: **Replacement and Maintenance of Window Shades and Door Shades at Newton Public Schools**
  - \* BIDDER’S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and two **copies**.
- 4.8 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) 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 indicate by writing “No Change”, or “N/C” or “0” in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder’s signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for items set forth in Itemized Bid Sheets, attached hereto. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest Combined Grand Total on Bid Form 23-31 for all items. Failure to bid on all items will result in a nonresponsive bid. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest 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 chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

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

#### ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor. The City will accept a supply that is equal to that specified. "Equal" is defined in M.G.L. c. 30, §39M(b). Proposed equal supplies shall be listed in Excel Attachment B Exceptions (Exception Spreadsheet) attached hereto.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #23-31**

**REPLACEMENT AND MAINTENANCE OF WINDOW SHADES AND DOOR SHADES  
AT NEWTON PUBLIC SCHOOLS**

- 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 of Newton entitled:
- B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C.** The total contract price is the Combined Grand Total per the attached Excel Item Spreadsheet (Attachment A Window Shade Replacement Sizes)

**SHADE REPLACEMENT COMBINED GRAND TOTAL (SPRING and CLUTCH) = \$ \_\_\_\_\_**

**COMPANY NAME \_\_\_\_\_**

- D.** The undersigned has completed and submits herewith the following documents:
- Signed Bid Form, 2 pages
  - Bidder's Qualifications and References Form, 3 pages
  - Certificate of Non-Collusion, 1 page
  - Certification of Tax Compliance, 1 page
  - Certificate of Foreign Corporation (if applicable), 1 page
  - IRS W-9 Form, 1 page
  - Debarment Letter, 1 page
  - Business Category Information Form, 1 page
  - Excel Item Spreadsheet (Attachment A Window Shade Replacement Sizes), 1 page
  - Attachment B, Item Exception Sheet (Optional), 1 page
- E.** 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 of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

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

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

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

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

Date \_\_\_\_\_

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

BY: \_\_\_\_\_

\_\_\_\_\_ (Printed Name and Title of Signatory)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_/\_\_\_\_\_ (Telephone) (FAX)

\_\_\_\_\_ (E-mail Address)

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

**END OF SECTION**



**CITY OF NEWTON**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton 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. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
YES  NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT?  YES  
 NO IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. 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.)

9. 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 of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

**CERTIFICATION OF TAX COMPLIANCE\*\***

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
or Federal Identification Number

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

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

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

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

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

- \* The provision in this Certification relating to child support applies only when the Contractor is an individual.
- \*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- \*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

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**(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.**

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**Name of person signing proposal**

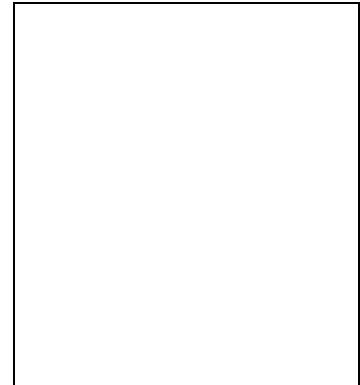
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**Signature of person signing proposal**

---

**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 #23-31

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.

\_\_\_\_\_(Name)  
\_\_\_\_\_(Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Address)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific instructions on page 2.

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

**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
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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



## Business Category Information Form\*

IFB No. 23-31

### Replacement & Maintenance of Window Shades & Door Shades at NPS

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:

## **CONTRACT FORMS**

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

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

# CITY - CONTRACTOR AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Two by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials, equipment, supervision, and travel to perform all work required in strict accordance with the Contract Documents for the following project:

## REPLACEMENT AND MAINTENANCE OF WINDOW SHADES AND DOOR SHADES AT NEWTON PUBLIC SCHOOLS

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation for **Bid #23-31** issued by the Purchasing Department; The Project Manual for NPS – Replacement and Maintenance of Window Shades and Door Shades (as needed) at Newton Public Schools including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements, Wage Rate Requirements, Wage Rate Schedule(s);
- c. Addenda Number(s) \_\_\_\_\_;
- d. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- e. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- f. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of the contract shall **extend for one (1) year from the day of contract execution.** The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions.** The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.
- VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

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

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

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

**XVII. TERMINATION.** The City of Newton may terminate the whole or any part of this Contract or any Shipping or Purchase Order issued pursuant thereto in any one of the following circumstances:

a. **FOR CAUSE.** If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.

b. **FOR CONVENIENCE.** The City may terminate this Contract at any time for its convenience and without penalty by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Contract is terminated for the convenience of the City, the Contractor shall be entitled to payment for any satisfactory work completed through the date of termination.

c. **FOR NON-APPROPRIATION.** In the event that this Contract extends beyond the fiscal year in which it is first entered into, and notwithstanding any provision to the contrary, the City shall cancel this Contract in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Contractor in any subsequent fiscal year. Written notice of cancellation for non-appropriation shall be given not less than five (5) days prior to the effective date of cancellation and the Contractor shall be entitled to payment for any satisfactory work completed through the date of cancellation.

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

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

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

The Vendor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Vendor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award.

If the City is damaged by the Vendor's failure to maintain such insurance and to so notify the City, then the Vendor shall be responsible for all reasonable costs attributable thereto.

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

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

**XX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

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

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

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

*School Committee*

Date \_\_\_\_\_

*Affix Corporate Seal Here*

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

Approved as to Legal Form and Character

98550490-543000 \_\_\_\_\_

By \_\_\_\_\_

*Associate City Solicitor*

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

Date \_\_\_\_\_

By \_\_\_\_\_

**CONTRACT APPROVED**

*Comptroller of Accounts*

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

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

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

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.

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

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



The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.

All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

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

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

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

16. Right To Know:

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

17. **INSURANCEREQUIREMENTS**

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

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

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

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award.

If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto. Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

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

**END OF SECTION**

## NEWTON PUBLIC SCHOOLS

### Specifications for the Replacement and Maintenance of Window Shades and Door Shades at Newton Public Schools

#### Replacement and maintenance of window shades and door shades at all Newton Public School Buildings

Newton Public Schools intends to enter into a contract for the replacement and maintenance of window shades (as needed) at all 23 Newton Public School buildings located within the City of Newton. This bid will be awarded to the lowest responsive and responsible bidder for all items based on the combined grand total. Quantities are estimates only for the duration of the contract.

A contract will be awarded for a one (1) year term from the day of contract execution. The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions.** The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. All bids must be submitted in the manner and form prescribed by the Invitation for Bid which controls award of the contract. The continuation of this contract shall be subject to the vendor meeting the minimum requirements of the scope of service with no change in the contract price, terms and conditions and to the appropriation and /or continuation of funding.

All equipment and components must be brand new in the manufacturer's original packaging. 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 on an Exceptions List (Attachment B) by providing a full description of the proposed substitute in the form of 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.

**Equipment must be guaranteed for a minimum of twelve (12) months upon the receipt and assembly.**

Price shall include inside delivery to each Newton Public School. Price should also include unpacking, assembly in place, set-up, installation, testing, making the necessary adjustments and to include a complete user's manual (if applicable) for the equipment and components. In addition, operating instructions for training (if necessary) must be included and arranged in advance for maximum participation. Awarded bidder is required to complete assembly within 10 days of delivery at each school location.

Deliveries shall be made by the awarded vendor, between the hours of 8:00 a.m. and 2:00 p.m. Eastern Standard Time, Monday through Friday. Seventy-two (72) hours' notice of delivery is required by contacting the NPS Facilities Department via telephone at 617-559-9000.

Newton Public Schools shall not be responsible for deliveries that cannot be made because telephone notice was not received in time. All deliveries shall be made to the inside of the buildings and contractors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.

**All prices shall be FOB inside delivery.**

#### 1. SCOPE AND GENERAL CONDITIONS:

- 1.1. Newton Public Schools is accepting bids to furnish all labor and materials as required for providing replacement and/or maintenance for window shades in accordance with these specifications. The City of Newton will award a one (1) year contract to the lowest responsive and responsible bidder based on the combined grand total for all shade types and sizes listed. All prices shall remain fixed for the entire length of the contract with no change in the contract price, terms and conditions and to the appropriation and /or continuation of funding. The winning vendor is required to inspect each work project and provide written quotations for review and approval of the recommended work.
- 1.2. The contractor is responsible for all shades being the proper type, size and installed satisfactorily. All materials and workmanship shall be of first quality, new and satisfactory to the School Department, who shall have the right to reject any part of the work.
- 1.3. ***Bid prices shall include the removal of old shades/blinds and hardware and the supply, delivery and installation of new shades and hardware.***

- 1.4. The successful bidder must have a minimum of five years of comparable experience in the supply, delivery and installation of institutional window shades and can provide service within 7 working days' notice.
- 1.5. The Contractor shall be available, at no cost to the City, for consultation services including inspecting work sites and preparing quotations based on the bid prices.
- 1.6. The Contractor shall check with the Senior Custodian and/or the authorized school Administrator before starting work at each school location. The Contractor shall have the Senior Custodian sign a receipt verifying that the work as stated within this project manual is completed. A copy of this signed receipt will be given to the Senior Custodian.
- 1.7. The Contractor is responsible for the clean-up and removal of all debris from the premises.
- 1.8. The Contractor shall replace, repair or make good, without cost to the City, any defects or faults for one (1) year for labor and parts.
- 1.9. Vendor will utilize the online SchoolDude program to access work orders and also send verification that the work orders have been completed.
- 1.10. Computer generated invoices are preferred and must include the associated Contract # and NPS Work Order number in a clearly visible and easy to read location. Invoices must be submitted in duplicate to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460. Invoices must reflect bid prices as submitted.

## **2. BID SPECIFICATIONS**

- 2.1. Each window is to be equipped with one shade placed at the top of the window opening using single, heavy duty stamped steel brackets. Direction of roll is from back of regular roller.
- 2.2. Shades shall be made in a thoroughly workman like manner, cut perfectly square and true and mounted on solid wood (made in the USA) rollers in the same manner using suitable fasteners. All materials used in the manufacture of the shades shall be new, commercially perfect and first quality.
- 2.3. The window shade fabric shall match the other existing shades in the same space. Shade type and brands that we currently have are as follows: MechoShade Systems –Ecoville 1350 series; Equinox 100 series; double shades with both 100 & 1300 series; Sun Block series SB9000 (Spring-Loaded Roller Shade) by Draper and Sheerweave Series 4000 (Clutch System) by Phifer or approved equal. These are to be fully opaque 4-ply fiberglass of a weight prorated at no less than 12 ounces per square yard such as the standard color selection chart will be used. The shades shall be thoroughly coated with a vinyl finish to allow them to hang straight. There shall be no appreciable color change after 200 hours in fade-o-meter Shades or blinds shall not crack or pinhole. They must be tear proof and flameproof in accordance with Federal Specifications No. CCC-C-521-D and NFPA-701.
- 2.4. The finish length of each single hung shade after being heat sealed shall be 18" inches longer than the portion of the sash covered by the shade. The finished shade shall be of width to cover the roller adequately, but in no event shall be more than 1/4" inch of the barrel be exposed at each end of the roller.
- 2.5. All shades are to be mounted on Domestic Grade (made in the USA) Solid Wood Spring Roller or a Rollease (1-1/4" heavy duty clutch system) metal tube. For shades up to 55-1/4"w x 9'h, a roller of no less than 1-1/4" in diameter will be used. For shades greater than the noted size a metal spring roller of no less than 1-1/4" will be used. For shades over 108" wide will require a 1-1/2" metal spring roller. Roller size shall be based on the roller quality and roller mounting schedule shall meet the applicable requirements of Federal Specification #D.D.D. S0251C, but in no case shall a shade be used with less than 1-1/4" diameter roller.
- 2.6. Hems shall be of proper width for the slat and are to be double turned and heat sealed for the entire length of hem with a 2/8" sealing space. It should be of the proper size to retain the wood slat required for that size hem.
- 2.7. Bottoms Slat shall be seasoned straight-grained Pine. The width shall be a minimum of 1-1/4 inches and 2" slats shall be used for shades wider than 60". If roller shades, manufacturer's standard for anchoring roller shade bottom in place and keeping shade band material taut will be the requirement. Each shade shall be equipped with stainless steel eyelets unless it is a clutch system.
- 2.8. Roller Shades replacements should be level, plumb, and aligned. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range. If applicable, connect motorized operators to building electrical system.
- 2.9. Cords shall be first quality no. 4-1/2 glassed window shades with the color to harmonize with the shade cloth selected. The length of the cord shall be adequate for proper operation of the shades or blinds in all positions. In the case of the Clutch systems, the control cord would be a #10 metal/zinc bead chain, continuous loop operated mechanism.
- 2.10. The Contractor shall use only heavy-duty stamped metal brackets: Outside #708, Inside #763, Ceiling #18E. All brackets on either alternative shall be safely fastened to the window frame (face of casing whenever possible) with at least two threaded screws of adequate length for each bracket. Screws shall be no less than #8, and no less than 3/4" in length
- 2.11. Replacement shades must be installed to match other existing shades in the same space (i.e., color, location of hardware, type of hardware and roller system). In cases where Rollease clutch systems and/or MechoShade systems are used, replacement shades must match the existing system in diameter, chain type, and manufacturer. We have blackout, 3% openness, and 5% openness shades.

**NEWTON PUBLIC SCHOOL**

**REPLACEMENT & MAINTENANCE OF WINDOW SHADES AND DOOR SHADES**

**ITEMIZED BID SHEETS**

**ATTACHMENT A**

**EXCEL FILE**

COMPANY NAME: \_\_\_\_\_

PRICES TO INCLUDE DELIVERY, HARDWARE AND INSTALLATION. THE SAMPLE OF SHADE LENGTHS LISTED IN THE EXCEL FILE INCLUDES OVERHANG (SPEC. 2.4).

**ALL QUANTITIES ARE ESTIMATES FOR THE DURATION OF ONE (1) YEAR CONTRACT.** Estimates are the City’s best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in the Bidder’s Itemized Bid Sheets.

**IF BIDDING ON AN APPROVED EQUAL THE SPECIFICATIONS MUST BE LISTED ON EXCEPTIONS FORM PROVIDED BELOW.**

**Combined Grand Total must be placed in Paragraph “C” of the Bid Form (p. 7).**

The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words “no substitutions,” **shall indicate so on the Bid Form and Exception Form (Attachment B)** and submit with their bid the manufacturers specifications/ descriptive literature for the product they are offering. **Failure to submit manufacturer’s specifications/ descriptive literature with bids may be cause for bid rejection.**

**IMPORTANT: Bid awards will be made as indicated by the lowest, responsive and responsible bidder for all items based on the Combined Grand Total. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ E-mail \_\_\_\_\_

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

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

**ATTACHMENT B**

**ITEM EXCEPTION SHEET**

**SEE EXCEL FILE**

**Please provide approved equals for both spring roller and clutch chain shades if bidding other than items specified.**

**Failure to submit manufacturer's specifications/descriptive literature with bids may be cause for bid rejection.**

COMPANY: \_\_\_\_\_

**END OF SECTION**