

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR DEPARTMENT PARKS, RECREATION & CULTURE

**PROJECT MANUAL:
SUPPLY AND INSTALL CHIP TRUCK LOADER SYSTEM
*INVITATION FOR BID #23-88***

Bid Opening Date: April 20, 2023 at 10:30 a.m.

**APRIL 2023
Ruthanne Fuller, Mayor**

CITY OF NEWTON

PURCHASING DEPARTMENT

INVITATION FOR BID NO. #23-88

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

SUPPLY & INSTALL CHIP TRUCK LOADER SYSTEM

Bids will be received until: **10:30 a.m., Thursday, April 20, 2023**
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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.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.

Documents relating to this Invitation For Bids will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., April 6, 2023**.

There will be no charge for contract documents.

This Invitation For Bids (IFB) is made in accordance with M.G.L. c. 30B, §5.

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

The City is seeking bids for one (1) Chip Truck Loader System. The equipment must meet all the requirements set forth in the Specification Sheet starting at p. 20 below. **This will be a one-time purchase. The winning contractor will receive a Purchase Order for the supply and installation of the loader system.**

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this IFB will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to the responsive and responsible bidder submitting and meeting all Specifications requirements and offering the lowest price.

"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor 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, at time of bid, 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 Vendor'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 Vendor.

All bids shall be submitted as one (1) ORIGINAL and one (1) COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids, Invitations for Bid. 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's 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 purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

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

CITY OF NEWTON

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

Nicholas Read
Chief Procurement Officer
April 6, 2023

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, April 14, 2023 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #23-88**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #23-88," 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: **#23-88**
 - * NAME OF PROJECT: **Supply and Install Chip Truck Loader System**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one (1) **original** and one (1) **copy**.
- 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 indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 Prices are being solicited for supply and installation of the Chip Truck Loader System and ten (10) hours of incidental custom fabrication work. In order to be deemed responsive, a bidder must certify "Yes" to all items set forth in the specifications at p. 20. It is the City's intent to award one (1) contract to the responsive and responsible bidder meeting the stated requirements and offering the lowest total price. The contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

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

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING

BID FORM #23-88

- A. The undersigned proposes to supply and deliver the items listed below conforming to the Specification Sheets below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY & INSTALL CHIP TRUCK LOADER SYSTEM

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

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

- C. The Bidder proposes to supply and deliver the following according to the **Specification Sheets** starting at p. 20 below at the following prices, FOB delivered to Newton, MA:

BID ITEMS

- | | |
|---|----------|
| 1. Supply 20+ Cubic Yard Chip Truck Loader System | \$ _____ |
| 2. Install 20+ Cubic Yard Chip Truck Loader System | \$ _____ |
| 3. Hourly Custom Truck Fabrication Work 10 hours* x \$ _____/hour = | \$ _____ |

TOTAL PRICE FOR BID ITEMS 1, 2 & 3 \$ _____

COMPANY: _____

State Delivery Time (number of calendar days after receipt of order): _____

* This is an estimate based on the City's 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 above.

- D. The undersigned has completed and submits herewith the following documents:

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

- E.** 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

- F.** The undersigned agrees that, if selected as 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 s/he 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's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

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) insure that those attributes are being addressed as part of operations:

Date _____

_____ (Name of Bidder)

BY: _____

_____ (Printed Name and Title of Signatory)

_____ (Business Address)

_____ (City, State Zip)

_____ (Telephone & FAX)

_____ (E-mail address)

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

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE**

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

Signature of Individual (Mandatory)

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

Print Name:_____

Date:_____

Corporate Name

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Officer Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

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

(Jurisdiction)

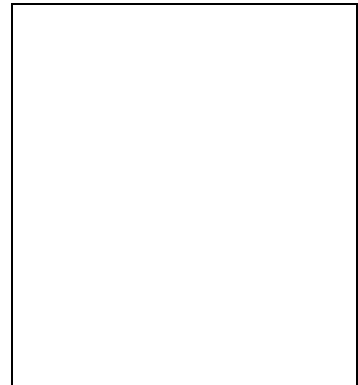
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department
Nicholas Read *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #23-88

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 instructions on page 2. See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Business Category Information Form*

IFB No. 23-88

Supply & Install Chip Truck Loader System

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 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 it's 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, cahsier'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. **INSURANCE REQUIREMENTS**

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

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

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

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

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

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

**CITY OF NEWTON
DEPARTMENT OF PUBLIC WORKS**

Supply & Install Chip Truck Loader System

BID REQUIREMENTS AND SPECIFICATION SHEET

BIDDER QUALITY REQUIREMENTS

Bidder must have supplied and built Forestry Equipment such as this and of the same manufacturer as bid for a minimum of five years.

Replacement parts and service are available within a 110-mile distance from the City of Newton Massachusetts.

BID SUBMISSION REQUIREMENTS

One set of literature from the manufacturer describing the specifications of the equipment to be provided under this bid.

A full statement as to the length of warranties, future upgrades and support of all equipment purchased under this bid.

SPECIFICATIONS

It is the intent of this specification that the bidder shall provide the Newton Urban Forestry Division with the necessary equipment and services to install a Chip Truck Loader System complete to operate on a **chassis provided by the City**. This specification sets forth the specific requirements for the Chip Truck Loader System

This Chip Truck Loader System shall be to the manufacturer’s standard. It shall be equipped with the manufacturer’s equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place an “X” in the appropriate space (Yes__ No__) to signify whether or not you are in complete compliance with the specification. Non-marked items shall be presumed to be a “NO.” Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number. If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid.

Unless otherwise stated, the use of manufacturer’s name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated. Bids will be accepted on any make or model that is equal or superior to the technical specifications listed. Decisions of equivalency will be at the sole interpretation of the City of Newton. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence.

Bids shall be accompanied by descriptive literature (marked), indicating the exact item to be furnished. The term “as specified” will not be acceptable.

Chip Truck Loader System

<p>A. Dumping, Chip Truck System</p> <p>1.16 foot long, 20+ cubic yard, dump body, made with hardox steel construction. Floor to be one-piece anti-abrasive floor, sides will be 1/8” to 3/16” thick with vertical bracing, front wall to be one piece and 3/16” thick.</p> <p>2.Sides to be fixed with a height equal to that of the top of the arch system.</p> <p>3.Body shall have integrated cab protector that tappers down in size at the front to help guide branches, wires, and other overhead obstructions over the body. The cab protector shall be heavy duty in construction and extend just beyond the roof of the truck cab.</p>	<p>Compliant</p> <p>YES ____ NO ____</p> <p>YES ____ NO ____</p> <p>YES ____ NO ____</p> <p>YES ____ NO ____</p>
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<p>4. Load covering system shall be a tarp system mounted in a groove in the top of the body, operated with an electronic switch. Tarp system shall deploy in such a way that prevents chips from discharging through tarp edge.</p>	<p>YES _____ NO _____</p>
<p>5. Chip body of truck must have the capability to dump and must have this capability without moving the attached log loader boom.</p>	<p>YES _____ NO _____</p>
<p>6. Dump body shall feature a 30-ton telescoping hoist cylinder and cradle.</p>	<p>YES _____ NO _____</p>
<p>7. The rear of the chip body shall have an integrated log loader support system. Support integration shall provide improved stability. System shall allow for logs and other debris to be passed through an arch system under the log loader.</p>	<p>YES _____ NO _____</p>
<p>8. Log Loader stabilizers shall be mounted within the sides of the loader support system. Stabilizers shall be deployed by a single lever.</p>	<p>YES _____ NO _____</p>
<p>9. Mounted at the rear of the support system shall be a dual acting, folding tailgate with air operated latch.</p>	<p>YES _____ NO _____</p>
<p>10. Truck shall be equipped with necessary PTO and hydraulic system to accommodate the operation of the equipment on the truck and be adequately sized to operate the log loader system.</p>	<p>YES _____ NO _____</p>
<p>11. Rear of truck shall have a new hitch plate assembly with a 45 Ton pintle hook with two safety chain eyes, break away safety eye.</p>	<p>YES _____ NO _____</p>
<p>12. Above listed system to be installed on a chassis provided by the City.</p>	<p>YES _____ NO _____</p>
<p>13. The provided chassis will have a single rear axle that is positioned approximately 140-145 inches back from the cab and the end of the frame will be a minimum of 60 inches from the rear axle to the end of the chassis.</p>	
<p>14. Overall vehicle height shall not exceed 13.5 feet.</p>	
<p>B. Log Loader/ grapple</p>	<p>YES _____ NO _____</p>
<p>1. Log loader shall be log loader that is appropriately sized to meet the specification listed above.</p>	<p>YES _____ NO _____</p>
<p>2. Hydraulic system shall feature double function joystick mounted to an operators station located on the loader.</p>	<p>YES _____ NO _____</p>
<p>3. Swing system shall have 360 degree continuous rotation.</p>	<p>YES _____ NO _____</p>
<p>4. Each Hydraulic cylinder shall have bolt-on head, wear ring, and chrome plated tempered steel rod.</p>	<p>YES _____ NO _____</p>
<p>5. Boom shall be rectangular structure made of high tensile steel.</p>	<p>YES _____ NO _____</p>
<p>6. Boom shall have a reach of 20-22 feet. Shall be induction tempered, chrome steel pins on bronze bushings. With a minimum lift capacity of 5,000lbs at 10'.</p>	<p>YES _____ NO _____</p>
<p>7. Grapple shall be log grapple style with self-contained high pressure hydraulic cylinders, and interlocking head structure.</p>	<p>YES _____ NO _____</p>
<p>8. Grapple rotator shall have 360 degree rotation with a fully sealed rotor.</p>	<p>YES _____ NO _____</p>
<p>9. Log Loader shall be mounted at the rear of the chassis on an integrated arch system.</p>	
<p>C. Tool Compartments:</p>	<p>YES _____ NO _____</p>
<p>1. Mounted under debris body of truck on driver side one toolbox measuring 24"x24"x24"</p>	<p>YES _____ NO _____</p>
<p>2. Mounted under debris body of truck on passenger side one toolbox measuring 24"x24"x24"</p>	<p>YES _____ NO _____</p>
<p>3. Boxes are to be constructed of aluminum with locking latches, aircraft grade cable lanyards, continuous stainless steel hinges and watertight gasket system.</p>	<p>YES _____ NO _____</p>
<p>4. Custom fabricated power pole pruner cradle will be under mounted under the body.</p>	<p>YES _____ NO _____</p>

<p>5. Cone holder to be mounted at a feasible location to be determined based on placement of other truck components.</p>	<p>YES _____ NO _____</p>
<p>6. Wheel chock holder mounted at rear of truck.</p>	
<p>D. Electrical Accessories</p>	
<p>The awarded upfitter shall insure the body comes with the following items installed:</p>	<p>YES _____ NO _____</p>
<p>1. Lights and reflectors shall be LED style in accordance with Federal Motor Vehicle Safety Standards 108.</p>	<p>YES _____ NO _____ YES _____ NO _____</p>
<p>2. Truck shall have LED 404 strobe package, 2 in cab shield, 2 in rear posts.</p>	
<p>3. 4 LED strobe lights mounted in the front grill as well as 4 LED strobe lights mounted in the rear.</p>	<p>YES _____ NO _____</p>
<p>4. 2 LED work lights mounted on the turret of the loader and 2 LED work lights mounted on the boom.</p>	<p>YES _____ NO _____</p>
<p>5. There shall be LED flood lights mounted along the underside of truck in such a way that they illuminate the immediate surrounding ground.</p>	<p>YES _____ NO _____</p>
<p>6. There shall be LED flood lights recess mounted toward the top of the chip body in such a way that they illuminate the surrounding ground.</p>	<p>YES _____ NO _____ YES _____ NO _____</p>
<p>7. Warning lights and flood lights to be wired to switches in the cab.</p>	<p>YES _____ NO _____</p>
<p>8. 6-way trailer receptacle installed at rear including wiring harness.</p>	<p>YES _____ NO _____</p>
<p>9. Electronic trailer brake controller.</p>	
<p>10. Backup alarm shall have self-adjusting volume (87-112 dB) based on ambient noise.</p>	<p>YES _____ NO _____</p>
<p>11. Truck shall be equipped with a heavy-duty backup camera system. Where the camera system is to be installed in a new truck it must be compatible with and plugged into the existing in-dash radio system. Where the camera system is being installed in an older truck it shall have a 7" monitor mounted in the cab facing the driver and shall have the ability to be turned off and on. Camera shall be mounted in such a way that protects them from damage, this shall include guards as deemed necessary.</p>	<p>YES _____ NO _____</p>
<p>12. Upfitter will supply and install an electric winch to be mounted to the front of the truck. Winch shall have a minimum of 10,000lb capacity.</p>	<p>YES _____ NO _____</p>
<p>E. Log Loader System and Body Finishing Details</p>	
<p>1. Prior to the vendor ordering the required components the awarded upfitter vendor must confirm in writing the specification, requirements, and build details with the awarded chassis vendor.</p>	<p>YES _____ NO _____</p>
<p>2. Prior to truck construction, following confirmation with the new chassis vendor, the awarded upfitter vendor must confirm in writing the specifications and build details with the Urban Forestry Division.</p>	<p>YES _____ NO _____</p>
<p>3. Must pass all relevant State of Massachusetts and DOT vehicle inspection criteria.</p>	

Bid Items

The City shall pay the awarded vendor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form. Payment shall be made at the respective contract unit prices. No separate payment shall be made for any labor, equipment, and materials incidental to work of this contract. Quantities are given for the bid purposes only. Payment will be made on the actual quantities of work authorized by the City and satisfactorily performed by the awarded vendor(s).

BID ITEM(S)

1. Supply 20+ Cubic Yard, Dumping, Chip Truck System w/Loader/grapple per listed specifications.
2. Install 20+ Cubic Yard, Dumping, Chip Truck System w/Loader/grapple per listed specifications.
3. Hourly Custom Truck Fabrication Work. *(this applies to any additional work done, if any, that goes beyond the work necessary to build the trucks listed above. This only applies to the labor time, any materials needed will be quoted separately.)*

END OF SECTION