

ADDENDUM #1 SUMMARY

Gibbs Middle School FF&E Bid Package Arlington MA

This addendum does hereby become a part of the Contract Documents, and in the case of conflict, it supersedes the original specifications and/or drawings.

Changes to the documents are highlighted in bold, large type face. Changes to drawings are highlighted with revision clouds.

The Contractor shall be responsible for issuing information contained herein to subcontractors and suppliers to insure that his/her proposal covers all work required by the Contract Documents including this addendum.

Summary of Items Included:

Category	Action
1. Furniture Specifications, Category A1	Revision to specification; item S68 - Laminate finish and edge. Refer to furniture specification for updated finishes.
2. Furniture Specifications, Category B1	Revision to specifications; item T20, T21, T22, T23, T25b - Laminate finish. Refer to furniture specifications for updated finish.
3. Furniture Specifications, Category B2	Revision to specification; item D40 - Revised pedestal. Refer to furniture specification for updated pedestal.
4. Furniture Specifications, Category B2	Revision to specifications; item T81a, T81b - Depth dimension. Refer to furniture specifications for updated depth.
5. Furniture Specifications, Category B3	Revision to specification; item T100 - Height dimension. Refer to furniture specifications for updated height.
6. General Conditions	Revision to CORI check for all on-site personnel. - Refer to page 100-6 Article 19, Section F for updated identification protocol.

END OF ADDENDUM #1 SUMMARY

Stefura Associates Inc
 77 North Washington Street
 Boston MA 02114
 617 723 5164

ADD 1: 3 January 2018
 Date: 20 December 2017
 Project: Gibbs Middle School
 41 Foster Street
 Arlington, MA 02474

FURNITURE SPECIFICATION

CATEGORY A1: Ancillary Furniture

Stefura Associates Furn Code: S68

Manufacturer: ERG *or equal*
 Series: Vella
 Model No.: 1998-30
 Description: Upholstered Ottoman with Laminate Top
 Dimensions: 30" wide x 30" deep x 17" high
 Laminate: LaminArt Jaspar Textured 2200-T **with oyster shield**
 Edge Profile: **3A**
 Edge Style: **3mm PVC**
 Edge Color: **Silver Metallic**
 Glides: Nylon
 Warranty: Lifetime warranty; 10 year warranty on laminate top
 Fabric: Manufacturer: Bernhardt Textiles
 Name: Flicker 3428-966
 Color: Rogue
 Content: 73% Polyester, 27% Acrylic
 Repeat: 2-3/8"V, 7-1/4"H
 Finish: Crypton
 Width: 54"
 Durability: 100,000 Double Rubs
 Railroaded: No

Furn Code	Qty	Location
S68	2	Media Center 212

Comments and Submittal Requirements:

- Alternative laminates will not be accepted on any surface.
- Alternative fabrics will not be accepted on any upholstered furniture.
- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
- Successful bidder to submit cutting for approval (CFA) to SAI, prior to shipping fabric to furniture manufacturer.
- Successful bidder to submit an order acknowledgement to SAI for review, prior to fabrication.

Note: Image for reference only; see above specification for exact model information.



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FURNITURE SPECIFICATION

CATEGORY B1: Meeting & Study Tables

Stefura Associates Furn Code: T20

Manufacturer: Spec or equal
Series: Varsity
Model No.: 4242SQ-VST-29
Description: Study Table, 42x42
Dimensions: 42" wide x 42" deep x 29" high
Base: Varsity
Base Finish: Silver
Laminate: LaminArt Jaspar Textured 2200-T **with oyster shield**
Edge Style: 2MM Edge
Edge Color: RAL 5008
Glides: Leveling nylon glides; appropriate for use on carpet
Warranty: Lifetime Structural Warranty

Furn Code	Qty	Location
T20	9	(4) Media Center 212; (5) Media Center Mezzanine 301

Comments and Submittal Requirements:

- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
- Alternative laminates will not be accepted on any surface.
- All tables to meet clearance requirements for ADA compliance.
- Successful bidder to submit shop drawings to SAI for approval, prior to fabrication.
- Successful bidder to submit an order acknowledgement to SAI for review, prior to fabrication.

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FURNITURE SPECIFICATION

CATEGORY B1: Meeting & Study Tables

Stefura Associates Furn Code: T21

Manufacturer: Spec or equal
 Series: Varsity
 Description: Computer Table, 72x24
 Model No.: 2472-RE-VST-29
 Dimensions: 72" wide x 24" deep x 29" high
 Base: Varsity
 Base Finish: Silver
 Laminate: LaminArt Jaspar Textured 2200-T **with oyster shield**
 Edge Style: 2MM Edge
 Edge Color: RAL 5008
 Grommets: (2) Round grommets evenly spaced at rear of work surface; finalize location with Designer during shop drawing review
 Wire Management: (2) 24" PVC under table wire manager; finalize location with Designer during shop drawing review
 +(1) 24" Doug Mockett Table Leg Wire Manager (WM6, color: Gray) or equal; finalize location with Designer during shop drawing review
 Grommet Color: Silver
 Glides: Leveling nylon glides; appropriate for use on carpet
 Warranty: Lifetime Structural Warranty

Furn Code	Qty	Location
T21	1	Media Center 212

- Comments and Submittal Requirements:
- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
 - Alternative laminates will not be accepted on any surface.
 - All tables to meet clearance requirements for ADA compliance.
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FURNITURE SPECIFICATION

CATEGORY B1: Meeting & Study Tables

Stefura Associates Furn Code: T22

Manufacturer: *Spec or equal*
Series: Varsity
Description: Study Table, 72x36
Model No.: 3672RE-VST-29
Dimensions: 72" wide x 36" deep x 29" high
Base: Varsity
Base Finish: Silver
Laminate: LaminArt Jaspar Textured 2200-T **with oyster shield**
Edge Style: 2MM Edge
Edge Color: RAL 5008
Glides: Leveling nylon glides; appropriate for use on carpet
Warranty: Lifetime Structural Warranty

Furn Code	Qty	Location
T22	2	Media Center 212

Comments and Submittal Requirements:

- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
- Alternative laminates will not be accepted on any surface.
- All tables to meet clearance requirements for ADA compliance.
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FURNITURE SPECIFICATION

CATEGORY B1: Meeting & Study Tables

Stefura Associates Furn Code: T23

Manufacturer: *Spec or equal*
Series: Varsity
Description: Study Table, 72x36, 42"h
Model No.: 3672RE-VST-42
Dimensions: 72" wide x 36" deep x 42" high
Base: Varsity
Base Finish: Silver
Laminate: LaminArt Jaspar Textured 2200-T **with oyster shield**
Edge Style: 2MM Edge
Edge Color: RAL 5008
Glides: Leveling nylon glides; appropriate for use on carpet
Warranty: Lifetime Structural Warranty

Furn Code	Qty	Location
T23	4	Media Center 212

Comments and Submittal Requirements:

- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
- Alternative laminates will not be accepted on any surface.
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FURNITURE SPECIFICATION

CATEGORY B1: Meeting & Study Tables

Stefura Associates Furn Code: T25a, T25b

Manufacturer: Spec or equal
 Series: Varsity
 Description: Occasional Table
 Model No.: 2448RE-VST-18
 Dimensions: 48" wide x 24" deep x 18" high
 Base: Varsity
 Base Finish: Silver
 Edge Style: 2MM Edge
 Edge Color: Varies; see below
 Laminate: Varies; see below
 Glides: Leveling nylon glides
 Warranty: Lifetime Structural Warranty

Furn Code	Qty	Laminate	Edge Color	Location
T25a	1	Formica White Twill 9285-58	Silver	Teacher Planning Room 249
T25b	1	LaminArt Jaspar Textured 2200-T with oyster shield	RAL 5008	Media Center 212

Comments and Submittal Requirements:

- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
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FURNITURE SPECIFICATION

CATEGORY B2: Classroom Tables

Stefura Associates Furn Code: D40

Manufacturer: Smith System *or equal*
 Series: Cascade Teacher Desk
 Model No.: 26159
 Description: Mobile Single Pedestal Teacher Desk with Modesty Panel
 Dimensions: 54" wide x 24" deep x 30.25" high
 Pedestal: **(1) Box/box file**
 Color: Platinum (PLT)
 Laminate: Wilsonart High Rise 4996-38
 Edge Style: 4MM T-Mold (D)
 Edge Color: Platinum (P)
 Locking: Yes; keying schedule to be provided by SAI
 Casters: Locking Casters
 Sustainability: Greenguard® Gold Certified
 Warranty: 12 year; Lifetime frame warranty

Furn Code	Qty	Location
D40	24	(1) Classroom 124; (1) Classroom 126; (1) Classroom 138; (1) Classroom 139; (1) Classroom 144; (1) Speech Classroom 147; (1) Special Education Classroom 153; (1) Music Room 171; (1) Digital Media Literacy 210; (1) Classroom 221; (1) Classroom 222; (1) Classroom 223; (1) Classroom 227; (1) Classroom 233; (1) Art Room 241; (1) Classroom 244; (1) Special Education Classroom 248; (1) Classroom 302; (1) Classroom 313; (1) Special Education Classroom 314; (1) Classroom 315; (1) Classroom 317; (1) Classroom 323; (1) Classroom 324

Comments & Submittal Requirements

- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
- All tables to meet clearance requirements for ADA compliance.
- Alternative laminates will not be accepted on any surface.
- Successful bidder to submit an order acknowledgement to SAI for review, prior to fabrication.

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FURNITURE SPECIFICATION

CATEGORY B2: Classroom Tables

Stefura Associates Furn Code: T81a, T81b

Manufacturer: Smith System *or equal*
 Series: Planner
 Model No.: 25560
 Description: Rectangular Activity Table, **60x36**
 Dimensions: 60" wide x 36" deep x 24"-34" high; Set at 29" high
 Work Surface: 1 1/4" thick
 Frame Color: Platinum (PLT)
 Laminate: Wilsonart High Rise 4996-38
 Edge Style: 4MM T-Mold (D)
 Edge Color: Platinum (P)
 Glides/Caster: Varies; see below
 Sustainability: Greenguard® Gold Certified
 Warranty: 12 year; Lifetime frame warranty

Furn Code	Qty	Glides/Casters	Location
T81a	3	Leveling nylon glides	(1) Special Education Classroom 153; (1) Special Education Classroom 248; (1) Special Education Classroom 314
T81b	1	3" dual wheel caster pack, set of (4) locking caster; Appropriate for linoleum flooring (item # 17576)	(1) Learning Specialist Room 250a

Comments & Submittal Requirements

- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
- All tables to meet clearance requirements for ADA compliance.
- Alternative laminates will not be accepted on any surface.
- Successful bidder to submit an order acknowledgement to SAI for review, prior to fabrication.

Note: Image for reference only; see above specifications for exact model information.



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FURNITURE SPECIFICATION

CATEGORY B3: Cafeteria Tables

Stefura Associates Furn Code: T100

Manufacturer: Sico
 Series: TC-65 Prepster
 Description: 12' Cafeteria Table with Attached Stools
 Dimensions: Top: 144" wide x 30" deep x **28" high**
 Storage dimensions: 42-3/4" wide x 60" deep x 81" high
 Capacity: 16 seats
 Laminate: Pionite Negotiating in Geneva Suede PFA60
 Edge Type: Hermetically sealed Armor Edge®
 Edge Color: Dark Blue (05)
 Frame Finish: Chrome
 Stool Option: Round, one-piece ABS plastic
 Stool Color: Dark Blue 122
 Center Gravity Lock Bar: Prevents anyone from raising center of table by sitting on table end.
 Easily released from either side of the table
 Casters: Heavy duty 4" locking non-marking reinforced with metal washers; protective neoprene cap
 Sustainability: Greenguard Certified
 Warranty: Limited Lifetime

Furn Code	Qty	Location
T100	5	Cafeteria 108

Comments and Submittal Requirements:

- It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements. Refer to General Conditions, Article 6, for applicable seating fire code.
- Successful bidder to submit shop drawings to SAI for approval, prior to fabrication.
- Successful bidder to submit an order acknowledgement to SAI for review, prior to fabrication.

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SECTION 100 - GENERAL CONDITIONS

The following General Conditions (Articles 1-26) shall apply and govern all furnishing suppliers and contractors and their sub-contractors in matters of furnishing and delivering school furnishings for this project:

ARTICLE 1. BID DOCUMENTS

The contract of the parties includes the Furniture Bid Form, Invitation for Bids, Purchase Contract, General Conditions and Specifications. These documents are to be considered as one, and whatever is called for by one shall be as binding as if called for by all. Any discrepancies or questions as to quantities of any items listed in the specifications shall be immediately brought to the attention of the Town of Arlington, as outlined in Article 24, for correction by addenda during the bidding period. Any such discrepancies determined by the contractor and not corrected by addenda shall be resolved on the basis of furnishing the greater quantity without change in contract price. All bids received are binding for a period of forty-five (45) working days beyond the bid opening.

ARTICLE 2. INTENT

It is the intent of these contract documents to include all labor, materials, appliances and services of every kind necessary to properly execute the work and to cover the terms and conditions of payment thereof, and to establish minimum acceptable requirements for equipment design and construction, and contract performance to assure fulfillment of the intended purpose.

ARTICLE 3. QUALIFICATIONS OF BIDDERS

No bid will be considered unless the firm submitting the bid can meet the following conditions:

- (a) That it has in operation, or is an established representative of, a factory adequate for and devoted to the manufacturer of equipment which it proposes to furnish and has the necessary specialized dies, molds and tools to provide the proper service, fittings, hardware and accessories.
- (b) That such manufacturers proposed have been engaged in the manufacturer of similar equipment as that specified for a period of not less than ten (10) years and have a suitable organization to manufacture, furnish and deliver the equipment, all in accordance with pertaining codes, and the bidder shall have completed contracts of the kind and size contemplated by the specification and proposal within the past five years which have proven satisfactory under similar operating conditions.
- (c) The bidder must have financial and physical resources of sufficient scope to assure prompt and satisfactory performance in the execution of the total conditions of this specification and in the production, furnishing and delivery of all equipment specified so as not to delay the progress of the work.
- (d) Each bidder shall submit with his bid a list of five (5) contracts of similar size and scope to that specified herein which have been completed and accepted. Any bid not including said list of contracts may be considered incomplete and may be rejected without further recourse. The list shall accompany the bid and include the name of project, location, approximate value of job, and Owner's representative who may be contacted.

ARTICLE 4. MATERIALS, TOOLS, EMPLOYEES

All equipment and accessories shall be new, unused, and of recent manufacture, unless otherwise noted. All assembly work shall be properly managed and supervised by employees, who are thoroughly trained and experienced in the work involved.

ARTICLE 5. ROYALTIES AND PATENTS

The Successful Bidder shall pay all royalties and license fees on products furnished. He shall defend all suits and claims for infringement of any patent rights and shall indemnify and save the Owner from loss or inconvenience resulting therefrom.

ARTICLE 6. PERMITS AND COMPLIANCE WITH CODES

The Successful Bidder shall obtain and pay for all necessary permits and all equipment, appliances and work shall conform to applicable safety and fire codes. All equipment specified herein, and furnished to this project shall be designed and manufactured to meet Occupational Safety and Health Administration standards.

The applicable fire code for upholstered furniture and molded plastic seating shall be **California Technical Bulletin #117**. It is the successful bidder's responsibility to confirm that furniture items are ordered in compliance with all local and State fire code requirements.

ARTICLE 7. PROTECTION OF WORK AND PROPERTY

The Successful Bidder shall take all required precautions to protect all furnished furniture and equipment against damage, theft, and deterioration on the site. He shall respect the work of others and any accidental damage incurred to the work of others shall be promptly repaired or replaced at the expense of the Successful Bidder. All equipment shall be left in the proper location within the building and assembled as required with all manufacturer's directions and maintenance manuals, either attached or delivered to the Owner's representative in duplicate.

ARTICLE 8. RESPONSIBILITY AND LIABILITY TO RELATED CONTRACTORS

The Successful Bidder shall be fully liable for any and all additional charges to the Owner resulting from changes required to accommodate any item of equipment not furnished in strict accordance to the specifications approved by the Owner.

ARTICLE 9. CHANGES IN EQUIPMENT OR WORK

Subject to Chapter 30B of the Massachusetts General Laws, the Owner may order changes in the equipment or requirements in writing, the contract sum being adjusted accordingly. All charges for additional equipment or revisions must be submitted in advance to the Owner for approval.

ARTICLE 10. CORRECTIONS AND GUARANTEES

All equipment shall be inspected and any items found not in conformance with the intent of contract and the quality specified shall be repaired or replaced promptly without additional charge. All workmanship and products shall be guaranteed against defective parts, materials, and finish under normal usage for a period of one (1) year from date of final acceptance. Any defective materials or faulty workmanship occurring within that time shall be replaced or corrected promptly, without charge, upon notification by the Owner. Product warranties and guarantees of manufacturers exceeding one (1) year shall remain effective for their expressed duration.

ARTICLE 11. LIABILITY INSURANCE

The Successful Bidder shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and Public Liability Laws while his employees are on the Town property. Evidence of coverage must be provided by the successful bidder within seven (7) days of award. General Liability minimums shall be \$1 million bodily injury and property damage combined single limit and \$1 million umbrella policy. Worker's compensation minimums shall be \$500,000 per person; \$500,000 per accident; and \$500,000 per injury.

ARTICLE 12. SAMPLES

On request, and without cost to the Owner, any bidder shall submit such full size samples of his equipment which in the opinion of the Owner and/or Interior Designer are necessary to judge adequately the character, quality and construction of his product, and failure to comply within the time prescribed shall be deemed sufficient grounds for rejection of the bid.

Samples submitted by a Successful Bidder may be impounded by the Owner for the period of the contract for comparison of materials delivered to the job site to assure they conform in every respect to the approved samples submitted. Materials delivered that fail to conform to the approved samples shall be rejected.

The Successful Bidder shall submit to the Interior Designer a complete set of finish samples with actual finishes applied to actual material for true rendition. Printed or otherwise reproduced facsimiles where color and texture may not be true are not acceptable. Actual samples of fabric and other special and/or miscellaneous materials, shall be submitted in the same manner and in appropriate sizes.

ARTICLE 13. EQUALITY OF MATERIALS

All proprietary names or products used for items listed in the specifications, are shown for purposes of description only and are not intended, nor should they be interpreted, to be an endorsement of any particular proprietary item. The words "or equal" are understood to follow all names of proprietary products, trade names, catalog numbers and detailed descriptions and shall be interpreted to mean any material, article, assembly or system, which in the opinion of the Owner is at least equal in quality, durability, appearance, strength and design to the equipment specified and will perform at least equally the functions imposed by the general design. Any and all expense necessary to prove to the awarding authority the equality of items offered as equal to the specific item or specified names shall be borne exclusively by the bidder submitting any proposed substitutions. The words "or equal" shall not be construed to permit substantial departure from the requirements of the specifications. The provisions of Massachusetts General Laws shall govern.

Each bidder shall clearly identify each individual item he proposes to furnish in which a deviation occurs, in any respect, from that which is specified, by submitting with his bid a complete itemized list identifying each and every item wherein a deviation is proposed. The bidder shall, upon request and without cost to the Owner furnish documents, independent laboratory tests, and similar authenticated proof material to substantiate that the item proposed in his bid is "equal to" or "exceeding" that which is specified. Bids offering deviations shall be submitted in strict conformance to the requirements and procedures described herein, and failure to comply shall be just cause for rejection of the bid or the enforcement of supplying the item or items of equipment exactly as specified, without exception or recourse.

If any items bid are other than "as specified", the vendor MUST:

1. Provide comprehensive specifications of the alternate item bid with their bid package. Finish selection matches for alternates must be acknowledged.

2. Failure to do any of the above will constitute a "No Bid" item.

ARTICLE 14. AWARDING OF CONTRACTS

The Owner reserves the exclusive right to accept any, or any part of, or reject any or all bids received, as deemed to be in the best interests of the Owner, and the Owner's decision shall be final.

Award of "Extended Price" subcategories:

The award of the lowest price bid from the Responsive and Responsible bidder for each category will be determined by multiplying the "unit price" by the quantity listed for each item to determine the "extended price". The total bid value shall be a sum of the "extended price", the bid total per subcategory. Unit prices shall include delivery and installation. Bidders do not need to bid every subcategory but individual subcategories are to be bid in full where the "extended price" award formula is utilized. Each subcategory will result with one contract award per bid subcategory. The subcategories that will be awarded on the basis of "extended price" include the following subcategories:

- Category A1: Ancillary Furniture
- Category B1: Study Tables
- Category B2: Classroom Tables
- Category B3: Cafeteria Tables
- Category C1: Metal Shelving
- Category C2: Medical Furniture

Award of "Item by Item" subcategories:

It is the intent of the Owner to award each subcategory in full utilizing "extended price" excluding the following subcategories which shall be awarded to the Responsive and Responsible bidder on an "item by item" basis. On "item by item" subcategories, bidders are not required to bid on every item within the "item by item" subcategory. Depending on bid results there may be one or more successful bidders per subcategory for "item by item" subcategories. Unit prices shall include delivery and installation. The subcategories that will be awarded on an "item by item" basis include the following subcategories:

- Category C3: Miscellaneous Furniture
- Category E1: Technology Engineering Equipment
- Category E2: Science Equipment
- Category E3: Custodial Equipment
- Category E4: Nurse Equipment
- Category E5: OT/PT Equipment
- Category E6: Art Equipment
- Category E7: Physical Education Equipment
- Category E8: Music Equipment

ARTICLE 15. PAYMENTS

The Owner may approve the Successful Bidder's invoices for payments of materials delivered and requirements completed of up to eighty-five percent (85%) of the contract price; the balance of fifteen percent (15%) being withheld until final approval and acceptance of contractual obligations.

ARTICLE 16. BID ENVELOPES

Bids shall be plainly marked on the outside of ONE sealed envelope with:

**Furniture, Fixtures and Equipment Bid-11 January 2018
For the Gibbs Middle School**

and delivered to the Offices of NV5, 44 Pleasant Street, Watertown, MA 02472, by 1:00 pm local time, on Thursday, 11 January 2018, at which time bids will be opened and read aloud.

The name of Bidder, Section Numbers and Title of Sections shall be noted on the lower left corner of the sealed envelope.

EXAMPLE: NAME OF BIDDER: ACME FURNITURE COMPANY
 SECTION: A. Seating
 B. Office Furniture

Each Section bid shall be submitted in **DUPLICATE** copies. Number Bid Forms "Copy #1" and "Copy #2" in the upper right corner of the Bid Form and insert company name where indicated. Staple each copy separately along with related information and literature. The Bid Summary page should be on top of both copies.

ARTICLE 17. BID SURETY

Bid Surety shall be in the form of Bid Bond, Certified Check, Cashier's Check or Treasurer's Check, in the amount of five percent (5%) of the total bid price for all Sections bid, payable to the Town of Arlington. Surety will be returned to unsuccessful bidders within thirty (30) days of award.

ARTICLE 18. COST ALLOWANCE

The furnishing of furniture and equipment specified herein is subject to the Owner's allowance for the project; as indicated on the Bid Forms attached to each Section. Successful bidders shall be required to enter into a contract with the Owner as indicated on the Bid Forms.

ARTICLE 19. DELIVERY, INSTALLATION, AND ACCEPTANCE OF GOODS

Delivery location shall be the Gibbs Middle School at 41 Foster Street Arlington, MA 02474. Delivery of all furnishings shall be completed in accordance with the schedule set forth below.

The Owner shall have a reasonable opportunity to inspect the goods prior to delivery by the contractor.

Acceptance of goods shall occur when the awarding authority signifies in writing to the contractor that the goods are conforming.

(a) All labor required to deliver, uncrate, distribute, assemble and install furnishings or equipment purchased under this agreement SHALL BE AT THE SUCCESSFUL BIDDER'S EXPENSE.

(b) The Successful Bidder will be expected to work in harmony with the on-site labor force. Items must be available for a delivery and **installation beginning on Monday July 30, 2018 and is expected to be completed on or before Friday, August 24, 2018.** If installation dates are not met, then temporary furniture and/or equipment shall be provided, at no additional cost to the Owner. All temporary furniture must be of comparable material, aesthetic, and durability, as the specified products and must be reviewed and approved by the Owner, prior to implementation.

However, the Town of Arlington reserves the sole right, at no additional cost to the Town, to delay this date by up to sixty (60) days.

(c) Deliveries will not be accepted unless previously scheduled with the Owner (person to be named in the purchase order). A minimum of two (2) weeks' notice is required.

(d) The Successful Bidder is responsible for all assembly and installation, including attachment to the building as required.

(e) The Successful Bidder shall provide manufacturer's training for all operable equipment.

(f) The Awarding Authority requires all on-site personnel be subject to CORI (Criminal Offender Record Information) checks prior to the installation and delivery date. All on-site personnel are required to go to the School Department Office in person to present proper identification. The School Department Office is located at 869 Massachusetts Ave, Arlington MA, sixth floor.

(g) Ground level exterior entrances that do not require passage via stair will be available to the Successful Bidder for deliveries. No loading dock will be available. An elevator will be available for transporting items to the upper floors. The Successful Bidder shall not exceed the elevator's posted weight capacity

(h) The Successful Bidder will be responsible for providing, placing and removing any protective materials over floors, walls, door frames, etc., to the satisfaction of the Owner.

(i) The Successful Bidder is responsible for the **daily** removal and disposal of all trash and packaging waste at its own expense. No trash may be deposited into the General Contractor's or Owner's containers.

(j) The Successful Bidder is responsible for complying with the General Contractor's safety guidelines or other requirements, to the satisfaction of the General Contractor/Owner.

(k) Before any product is brought into the space, a walk through will be conducted by the installation foreman and the client contact to note any existing building damages or conditions.

(l) All product will be installed per manufacturer's specifications and all panels will plumb and aligned. An installation manual shall be submitted to Owner on award of contract.

(m) The installation foreman will conduct a walk through with the client contact to develop a "punch list" of incomplete items. A list of items to be repaired and a schedule shall be submitted to Stefura Associates prior to their formal review of the installation. Punch list items include missing, damaged or incorrect products which cannot be installed per the approved plan. The job is complete if all product is installed satisfactorily per the approved plan. The punch list items must be corrected in fifteen (15) working days from walk-through.

ARTICLE 20. CONDUCT OF DELIVERY AND INSTALLATION PERSONNEL

- (a) Delivery and installation personnel shall wear identification badges at all times while on the site.
- (b) Delivery and installation personnel shall not intermingle with the student population.
- (c) Delivery and installation personnel shall wear shirts (work shirts and T-shirts are acceptable) as well as pants and shoes when on site or in school building.
- (d) Delivery and installation personnel must adhere to Construction regulations prohibits playing radios loudly, behaving raucously, drinking alcoholic beverages, swearing, using offensive or aggressive language, or exhibiting offensive or threatening behavior on the school premises, including the school grounds. Smoking and use of tobacco products and other controlled substances is not permitted on the Project site. The Owner shall have the right to bar from the site any personnel who violate any of these regulations.

ARTICLE 21. VARIATION OF QUANTITIES

Subject to Chapter 30B of the Massachusetts General Laws, the Owner reserves the right to vary the quantities of the items specified herein by +/- 30%, as may be necessary to meet the budget allowances of the project. In such instances, the "unit price" proposed on the Bid Forms submitted shall be extended to determine the contract price for the quantity purchased. Unit prices shall include installation.

ARTICLE 22. ADDITIONAL SUBMISSION REQUIREMENTS

- (a) All persons submitting bids must execute the non-collusion certification on the bid form. This certification is in the following form.

The undersigned certifies under the pains and 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

- (b) Under the provisions of M.G.L. c62C, 49A, all persons or companies submitting bids are required to certify their compliance with the tax laws of the Commonwealth. Therefore, all persons submitting bids must certify compliance with such laws on the form accompanying the bid form.

ARTICLE 23. EVALUATION CRITERIA

The following criteria shall be employed in the evaluation of proposals and the concurrent decision to award the Contract to the successful Bidder. These criteria are not necessarily listed in order of importance:

- (a) Overall ability of the supplier for proposed furnishings to meet the needs of the Owner.
- (b) Vendor's overall capacity to perform, reliability and integrity.
- (c) Cost quoted in proposal.
- (d) Ability to meet delivery and installation timetable.
- (e) Meeting or exceeding the functional specifications.
- (f) Warranties and/or guarantees.

Stefura Associates Inc
77 North Washington Street
Boston MA 02114
617 723 5164

ADD 1: 3 January 2018
Issued: 20 December 2017
Project: Gibbs Middle School
41 Foster Street
Arlington, MA 02474

- (g) Conformance of proposal to instructions for format and contents of proposal.

ARTICLE 24. QUESTIONS

All questions as to the interpretation of the invitation for bids, purchase description and specifications, evaluation criteria and all other contract documents shall be submitted in writing to both the Owner's Project Manager **and** Interior Design Consultant, by email to:

Tim Baker
NV5
E: Tim.Baker@nv5.com

AND

Lianne Vivilecchia
Stefura Associates
E: lianne@stefura.com

Other forms of correspondence will not be accepted or answered. Questions received by 11:00AM, local time on Wednesday 3 January, 2018, deemed by the Awarding Authority to require a response, will be formally responded to and emailed to bidders by 11:00AM, local time, on Friday 5 January, 2018.

ARTICLE 25. ADDENDA

Any supplemental instructions, amendments or changes in the invitation for bids, or attached documents, shall be in the form of written addenda to this invitation. If issued, such addenda shall be posted on: <https://www.arlingtonma.gov/departments/purchasing>. Such addenda, if any, will be sent no later than forty-eight hours prior to the time set for the opening of bids.

Addenda should be printed and made part of bid submission. Failure of any bidder to respond to any such addenda shall not relieve such bidder from any obligation under his bid as submitted. At the time of the opening of bids, each bidder shall be conclusively presumed to have received and understood all bid documents, including all addenda, and the failure of any bidder to examine any form, instrument or other document which is part of the invitation for bids shall in no way relieve such bidder from any obligation arising under the laws from the submission of a bid.

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ARTICLE 26. DEFINITION OF TERMS

<u>"The Owner"</u>	Town of Arlington 730 Mass. Ave Arlington, MA 02476 (781) 316-3003
<u>"The Owner's Project Manager"</u>	NV5 44 Pleasant Street Watertown, MA (617) 744-3122
<u>"The Architect"</u>	Finegold Alexander Architects 77 North Washington Street Boston, MA 02114 Telephone: (617) 227-9272
<u>"The Interior Design Consultant"</u>	Stefura Associates 77 North Washington Street Floor 7 Boston, MA 02114 Telephone: (617) 723 5164
<u>"Project Address"</u>	Gibbs Middle School 41 Foster Street Arlington, MA 02474

