

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

Addendum #4 Date: 14 November 2023
Project: Waltham High School
554 Lexington Steet
Waltham, MA 02452

ADDENDUM #1 SUMMARY

Waltham High School FFE Bid Package

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 specifications and bid forms are highlighted in **bold, large type face**. Changes to drawings are highlighted with revision clouds. Only plans, specifications, and bid forms with changes are included in this addendum package.

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

Category

Action

1. General Conditions

Extended Bid Due Date:

8:30 am, local time, Friday, 17 November 2023

SECTION 100 - GENERAL CONDITIONS

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

SECTION 1 INTRODUCTION

The Instructions to Bidders ("Instructions") are intended to assist bidders in the preparation of bids, to call attention to legal requirements, and to set forth conditions upon which bids are submitted and received by the City of Waltham.

The award of the contract with respect to this invitation is governed by Chapter 30B of the Massachusetts General Laws (MGL). Certain provisions of the foregoing statute and of other applicable statutes are summarized in these Instructions. Whenever these Instructions or any other contract documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not assert to be complete or correct as summaries of any particular material, and shall in no respect supersede, expand or limit the rights and duties of the City or bidders in matters governed by the statute.

SECTION 2 DEFINITIONS

The following definitions shall apply in these Instructions, Bidding Documents, and Contract Documents:

The "City" means the City of Waltham, Massachusetts.

The Owner, also referred to as the City of Waltham, MA as represented by and acting through the School Building Committee.

The term "bidder" shall mean any individual, group, entity or business responding to the City's procurement invitation.

The term "bidding documents" shall include the City's bid package, including purchase descriptions, specifications, drawings, submission requirements, scope of work and all related documents, bidder's submission, including any related documents, prices, deliverables or services promised, and any and all addenda issued prior to receipt of bids, which are all incorporated and shall be made a part of the Contract as written herein.

The terms "addenda" and "addendum" shall mean written documents and/or drawings issued by the City prior to execution of the contract which modify, correct, modify, explain or interpret the bidding documents.

The "Vendor" is the individual owner, partnership, or corporation including all authorized representatives of such mentioned in the Contract, performing the work as described in the Contract.

The Vendor shall furnish all material, labor, equipment, supplies, plants, tools, transportation, cartage of every description, superintendent, insurance, taxes, licenses and fees, installation of FURNISHINGS AND EQUIPMENT, and other services necessary for compliance with the Contract Documents

The Vendor shall obtain and pay for all permits and licenses of a temporary nature necessary for the performance of supplying, delivery and installation of furnishings and equipment.

The Vendor shall be obligated to conform and comply with Prevailing Wage Rates when installation of furnishings and/or equipment requires permanent attachment to the walls, floors, ceiling or structure of the building.

The Vendor shall give all notices and comply with all laws, ordinances, rules and regulations relating to the conduct of the work as planned and specified.

If the Vendor observes that the Drawings and Specifications are ambiguous or at variance with each other, he shall promptly notify the FF & E Consultant.

The Vendor shall furnish such bonds as are called for in the Invitation to Bid and Instructions to Bidders.

Before executing contract work, the Vendor shall furnish to the Owner satisfactory proof that he has taken out and is maintaining all the insurance required hereunder

The Vendor agrees that he is fully responsible to the Owner for the acts and omissions of his Sub Vendors, if any, and of persons employed by them, as he is for the acts and omissions of persons employed by him.

"Firm Price" shall mean a guarantee against price increases during the life of the contract.

SECTION 3 EXAMINATION OF BID DOCUMENTS

Before submitting a bid, the bidder must (a) thoroughly examine the Bid Documents; (b) fully examine and be acquainted with local conditions that may in any manner affect cost, progress or performance of the work identified in the specifications; (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work identified in the specifications; (d) study and carefully associate observations with the requirements of the Bid Documents.

Failure of the bidder to visit the site and/or be acquainted with the Bid Documents and work site, or to attend pre-bid conference, if any, shall in no way relieve the bidder from any obligation with respect to this procurement invitation.

Each bidder shall promptly notify the Contracting Officer of any ambiguity, inconsistency or error discovered upon examination of the Bid Documents, site or local conditions.

The submission of a bid shall constitute a representation by the bidder that every requirement of the Bid Documents has been complied with, and that the Bid Documents are sufficient in scope and detail and convey understanding of all terms and conditions for the performance of the contract.

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 City of Waltham for correction by addenda during the bidding period. Any such discrepancies determined by the Vendor and not corrected by addenda shall be resolved on the basis of furnishing the greater quantity without change in contract price.

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. They 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.

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. They 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 VENDORS

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.

In consideration of the execution of this Contract by the Owner and the price herein stipulated to be paid and received for the work, the Vendor hereby binds and obligates himself and does hereby agree to bring all portions of the work under this Contract to entire completion free of all defects of material or workmanship and guarantees that the said work shall remain free of all defects of material and workmanship for a period of one (1) year from the date of final payment for the work, and also guarantees on written notice from the Owner to forthwith repair, and make good or cause to be repaired and made good, at his own expense and to the satisfaction of the Owner, all defects of material or workmanship in the said work and to pay for or cause to be paid for any damage to other work resulting therefrom, which may develop during the period of one (1) year from the date of final payment for the work under this Contract. The establishment of the time period of one year in this Article 10 relates only to the specific obligation of the Vendor to correct the work and shall not supersede the terms of any warranty required by the Contract Documents. Longer manufacturer's warranties shall be passed on to the Owner.

ARTICLE 11. LIABILITY INSURANCE

Upon receipt of a purchase order, The Successful Bidder shall deliver to the Owner a certificate of insurance with The City of Waltham and its agents named as additional insured for General Liability as required by contract, primary and non-contributory basis. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Successful Bidder. Full disclosure of any non-standard exclusions is required for all required coverages. All required insurance shall be certified by a duly authorized representative of the insurer(s) in the format shown on the sample "MIAA Certificate of Insurance" form. Properly executed certificates signifying adequate coverage in effect for the duration of the contract/project with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted and on file with Waltham Public Schools prior to commencement of work.

The certificate shall show the following:

- Name and address of Vendor's or lessee's insurance agent
- Name of insurance company affording coverage
- Policy number
- Inception dated and expiration dates of coverage
- Coverages afforded (general liability, automobile liability, and workers' compensation).
- Limits of coverages and any restrictions of deductibles that apply
- Description of operation
- Certificate holder's name
- Requirement of at least a 30-day notice to certificate holder of any changes or cancellation of coverage
- The authorized representative's signature (certificate will not be considered valid unless a signature of authorized representative is shown).

Coverage Requirements:

- Commercial General Liability (Broad Form) - \$1,000,000 per occurrence. \$3,000,000 aggregate cap.
- Auto Liability - \$1,000,000 including coverage for owned, hired or borrowed autos.
- Workers' Comp Employer Liability - Statutory.

ARTICLE 12. SAMPLES

On request, and without cost to the Owner, any bidder shall submit such full-size samples of their equipment which in the opinion of the Owner and/or Architect are necessary to judge adequately the character, quality and construction of their 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 Architect within seven (7) days of award of contract, 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 they propose to furnish in which a deviation occurs, in any respect, from that which is specified, by submitting with their 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 their 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 a product brochure and specifications of the alternate item bid to the Owner, 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 right to reject any and all bids, waive minor informalities, and award contracts in the best interest of the Owner. 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. Labor shall comply with the Prevailing Wage, refer to attached Prevailing Wage Schedule. Prevailing Wage applies only if the installation company will permanently secure furniture and/or fixtures to the building and/or grounds. If the installation company is permanently securing furniture and/or fixtures to the building and/or grounds the labor shall comply with the Carpenter's Prevailing Wage. 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:

Subcategory A-1	Ancillary Furniture
Subcategory B-1	Dramatic Play
Subcategory C-1	Medical Furniture
Subcategory C-2	Metal Shelving
Subcategory D-2	Waste Receptacles

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. The subcategories that will be awarded on an "item by item" basis include the following subcategories:

Subcategory D-1	Miscellaneous Furniture
Subcategory E-1	Athletics Equipment
Subcategory E-2	Technology Equipment
Subcategory E-3	Graphic Design Equipment
Subcategory E-4	Library / Makerspace Equipment
Subcategory E-5	Math Equipment
Subcategory E-6	Medical / Nurse Equipment
Subcategory E-7	Physical Education Equipment
Subcategory E-8	Health Equipment
Subcategory E-9	Science-Chemistry Stock Equipment

Subcategory E-10	Science-Earth & Science Equipment
Subcategory E-11	Science-Chemistry Equipment
Subcategory E-12	Science-Physics Equipment
Subcategory E-13	Science-Biology Equipment
Subcategory E-14	Science-Engineering Equipment
Subcategory E-15	Special Education Equipment
Subcategory E-16	Art Equipment
Subcategory E-17	World Language Equipment
Subcategory E-18	Business Equipment
Subcategory E-19	Family Consumer Science Equipment
Subcategory E-20	Kitchen Smallwares Equipment
Subcategory E-21	Music Equipment/Instruments
Subcategory E-22	ESL Equipment
Subcategory E-23	Custodial Equipment

ARTICLE 15. PAYMENTS

When the Vendor has completed all of the work of any item, he shall submit a request for payment along with any supporting documentation required by the Owner or FF+E Consultant. Thereafter the Consultant shall make an inspection of all items and work and shall forward to the Owner, a recommendation for payment based upon that inspection. The results of the inspection shall also be made known to the Vendor. Upon final completion, the Consultant will recommend to the Owner 100% payment provided that the Contract has been fully performed to the satisfaction of the Consultant and the Owner. Following receipt of the Vendor's request for payment and the Consultant's recommendation, the Owner shall make appropriate payment to the Vendor.

ARTICLE 16. AVAILABILITY OF FUNDS

Nothing in this Contract shall be deemed to commit the Owner to pay any sum in excess of monies lawfully appropriated or available to the Owner for the purposes described in this Contract. **The funding is subject to appropriation.**

If the Vendor defaults or neglects to carry out the delivery/installation of furnishings and/or equipment in conformance with the Contract Documents or fails to perform any provisions of the Contract, the Owner may, after seven (7) days written notice to the Vendor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Vendor or, at his option, may terminate the Contract and take possession of all material and equipment thereon owned by the Vendor and may finish the Contract by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Contract, such excess shall be paid to the Vendor, but if such expense exceeds such unpaid balance, the Vendor shall pay the difference to the Owner.

ARTICLE 17. NON-DISCRIMINATION IN EMPLOYMENT

In connection with performance of the work under the Contract, the Vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, or ancestry. The aforesaid provision shall include, but not be limited to, the following:

Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment and selection for training, including apprenticeship.

The Vendor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practice Law of the Commonwealth.

ARTICLE 18. CONFLICT OF INTEREST

Any activity by the Vendor, his agents or employees that would constitute a violation of the Conflict-of-Interest Statute, M.G.L. Chapter 268A, is hereby prohibited and shall constitute a material breach of the Contract.

ARTICLE 19. RECEIPT OF BIDS

All documents must be **submitted as follows: Email to Amanda Ballie; amandab@stefura.com** with the reference, **Waltham High School Project FF+E**. Bids must be submitted no later than **8:30 AM, local time, on Friday, 17 November 2023**.

Bids shall be addressed as follows:

TO: **FF+E Bids for the Waltham High School Project
17 November 2023., 8:30 AM local time**

No bids will be accepted after the time and date as specified in the Invitation for Bids or another time and date stipulated in the addendum. Ample time should be allowed for the posting of electronic bids. Postmarks indicating date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening. Telephone quotations and facsimiles are not acceptable.

Any bid may be withdrawn by written request, email or facsimile request, subsequently confirmed in writing, prior to the time of the opening of bids. The bidder is cautioned to transmit any such request in ample time for actual delivery to the Owner before the bid opening hour and date. The Owner will not be responsible for the late receipt of any requests for withdrawal. Bid withdrawals received after the opening hour and date may not be considered.

ARTICLE 20. 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 **City of Waltham**. Surety will be returned to unsuccessful bidders within thirty (30) days of award.

ARTICLE 21. COST ALLOWANCE

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

ARTICLE 22. DELIVERY, INSTALLATION, AND ACCEPTANCE OF GOODS

The delivery location shall be the **Waltham High School**. 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 Vendor.

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

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Project: Waltham High School
554 Lexington Street
Waltham MA 02452

- (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 union labor force.

Items must be available for delivery and installation beginning 01 May 2024. In the event that any temporary storage is required prior to delivery, the Successful Bidder will be responsible for any associated charges. Delivery and installation is expected to be **completed on or before 05 July 2024.**

However, the OWNER reserves the sole right, at no additional cost to the City to delay installation 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) two weeks' notice is required.**
- (d) Installation to occur during normal site hours. Blackout times for deliveries will be:
Monday-Friday - no deliveries before 7:00am or after 5:00pm
Weekends/Holidays - Saturday delivery may be acceptable with advance notice
- (e) The Successful Bidder is responsible for all assembly and installation, where required.
- (f) Exterior entrances and (1) loading dock will be available to the Successful Bidder for deliveries.
- (g) There will be access to one elevator, and therefore the Successful Bidder will not be required to travel between floors via the main stairway.
- (h) The Vendor shall bear all risks of loss or of damage to all material, moveable furnishings and equipment to be provided by him hereunder until delivered to the appropriate building and placed in designated areas, unless otherwise agreed to by the Owner in writing.

The Vendor shall take all proper precautions to protect persons and existing property from injury, unnecessary interference or inconvenience and shall be responsible for the results of any failure in doing so.

The Vendor shall bear entire responsibility for the proper layout of his work and any damage, which he may cause to occur by any act or omission on his part.

The Vendor shall protect any staging area where they are assembling with 6 mil. poly and ¼" Masonite or other alternative protective materials as approved by the Owner.

The Vendor shall provide protection around door/elevator openings and elevator cab (if not provided by others) to prevent damage while transporting/installing furnishings and equipment.

- (i) The Successful Bidder will be responsible for providing CORI documentation to the Owner for any and all persons working on site.
- (j) The Successful Bidder is responsible for the removal and disposal of all trash and packaging waste at its own expense. No trash may be deposited into the General Vendor's or Owner's containers.
- (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) It is agreed and understood that the Vendor has examined the premises and is satisfied as to the existing conditions under which he will be obliged to operate in performing the work.

The Vendor shall not enter or have access to any space in the building in order to perform the work without first having given timely notice to the Owner so that the necessary arrangements may be made. In the performance of the work, the Vendor shall at all times furnish and maintain proper protection for the floors, walls, ceilings, fixtures, equipment, furniture, and/or other property of the Owner.

There shall be no idling of Vendor vehicles while onsite or in the adjacent neighborhood.

- (m) The Vendor shall provide a FULL-TIME person for on-site supervision, during the performance of any trade work associated with this contract. This individual and his qualifications shall be subject to the approval of the Owner.
- (n) 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.
- (o) Immediately after unpacking materials, the Vendor shall collect and remove from the site/premises all packing case lumber or other materials, excelsior, wrappings and other rubbish caused by his operations. Under no circumstances shall the Vendor use any on-site dumpster or dumping facility without prior written permission of the Owner.

At the completion of his work, the Vendor shall leave the work area "broom clean."
All materials, hardware, fixtures, and other equipment shall be left in undamaged, bright, polished condition.
All finished surfaces shall be left in perfect condition free of stains, spots, marks, dirt and other defects.

- (p) 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.
- (q) The Vendor shall carry out the work with due diligence and dispatch. All work performed and materials furnished shall be new and of the best quality and workmanship and to the satisfaction of the FF+E Consultant and the Owner and shall be in strict accordance with the Contract requirements. Reused or refurbished items will not be accepted.
- (r) All materials shall be new and delivered in manufacturer's original containers, clearly marked as to contents.
- (s) All materials shall be handled, installed and protected in accordance with the best practice in the industry and in strict accordance with the manufacturer's specifications and directions, except as the Vendor may be otherwise directed by the Owner or the FF+E Consultant acting pursuant to the provisions of the Contract.

ARTICLE 23. 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 the school building.
- (d) Delivery and installation personnel must adhere to Construction regulations which 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 repeatedly violate any of these regulations.
- (e) Delivery and installation personnel shall be required to comply with the General Vendor's Safety plan including required Personal Protection Equipment (PPE).

ARTICLE 24. 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 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 delivery and installation.

ARTICLE 25. 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 26. 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 capability 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.
- (g) Conformance of proposal to instructions for format and contents of proposal.

ARTICLE 27. 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 **Amanda Ballie**; amandab@stefura.com and **Crystal Philpott, City of Waltham Purchasing Agent** cphilpott@waltham.ma.us. **Questions must be received at least five (5) working days prior to the date fixed for the opening of bids.** The Owner shall distribute the questions and answers in the form of an Addenda via the City of Waltham's website: <https://www.city.waltham.ma.us/category/tags/purchasing-bids-open-0>. It will be solely the responsibility of all interested bidders to check the web site for any and all addenda prior to submitting their bid(s).

ARTICLE 28. ADDENDA

Any supplemental instructions, amendments or changes to the invitation for bids, or attached documents, shall be in the form of written addenda to this invitation. If issued, such addenda shall be distributed via City of Waltham's website: <https://www.city.waltham.ma.us/category/tags/purchasing-bids-open-0>. 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.

ARTICLE 29. DEFINITION OF TERMS

" <u>The Owner</u> "	City of Waltham
" <u>The Owner's Project Manager</u> "	Left Field Lynn Stapleton Project Executive lstapleton@leftfieldpm.com 101 Federal Street, Suite 1900 Boston MA 02110 508.269.0457
" <u>The General Contractor</u> "	Consigli Will Feraco Site Superintendent Wferaco@consigli.com 774-4621289
" <u>The Architect</u> "	SMMA 1000 Massachusetts Avenue Cambridge, MA 02138 617.547.5400

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

ADDENDUM #4

Date: 14 November 2023
Project: Waltham High School
554 Lexington Street
Waltham MA 02452

"The Interior Design (FF+E) Consultant"

Stefura Associates
Amanda Ballie
amandab@stefura.com
77 North Washington Street
Floor 7
Boston, MA 02114
617 723 5164

"Project Address"

554 Lexington Street
Waltham MA 02452

