



**TOWN OF TOPSFIELD  
REQUEST FOR QUOTES**

**FOR  
TOWN HALL FLOORING REPACEMENT PROJECT**

**AUGUST 20, 2014**

**TOPSFIELD BOARD OF SELECTMEN  
RICHARD GANDT, CHAIR**

**KELLIE A. HEBERT, TOWN ADMINISTRATOR  
8 WEST COMMON STREET  
TOPSFIELD, MA 01983  
978-887-1500**

**ROBERTA KNIGHT, PURCHASING AGENT  
8 WEST COMMON STREET  
TOPSFIELD, MA 01983  
978-887-1504**

# TOWN HALL FLOORING REPLACEMENT PROJECT

## TABLE OF CONTENTS

### QUOTATION REQUIREMENTS

- Request for Quotes
- Instructions to Bidders
- General Quote Requirements
- Submission Quote Requirements
  - Quote Form
  - Certificate of Non-Collusion
  - Certificate of Tax Compliance
  - Certificate of Signature
- Specifications
- Prevailing Wage Rates

**TOWN OF TOPSFIELD  
REQUEST FOR QUOTES**

Written quotes for the replacement and installation of carpeting and tiles in the Town Hall will be received at the Purchasing Office, Town Hall, 8 West Common Street, Topsfield, MA 01983, until the date and time stated below:

**September 15, 2014 @ 10:00 AM  
at  
TOWN OF TOPSFIELD, TOWN HALL, MEETING ROOM  
for  
TOWN HALL FLOORING REPLACEMENT PROJECT**

Written quotes sent through the mail shall be mailed to: Roberta Knight, Purchasing Agent, Town of Topsfield, 8 West Common Street, Topsfield, MA 01983. **Envelopes should be marked “TOWN HALL FLOORING REPLACEMENT PROJECT”.**

Contract Documents may be obtained on or after August 20, 2014 at the following location:

Topsfield Town Hall  
Purchasing Office  
8 West Common Street, Topsfield, MA 01983  
Phone (978) 887-1504  
Email [rknight@topsfield-ma.gov](mailto:rknight@topsfield-ma.gov)

Interested contractors are to contact Sarah Holden of Fishbone Project Management, the Town's owner's representative, to schedule a mandatory site visit. Site visits may be scheduled for Friday August 22<sup>nd</sup>; Monday – Wednesday August 25<sup>th</sup> – 27<sup>th</sup>.

Sarah Holden, Fishbone Project Management  
Cell 978-335-0745  
Email [sholden@fishboneprojectmanagement.com](mailto:sholden@fishboneprojectmanagement.com)

In accordance with Massachusetts General Laws, Chapter 49, as amended, the project will require OSHA training and prevailing wages.

The Town of Topsfield reserves the right to reject any and all quotes, to waive informalities in quotes, to cancel this REQUEST FOR QUOTES if it is in the Town's interest to do so, and to award the contract in the best interest of the Town of Topsfield.

Each bidder agrees to waive any claim it has or may have against the Owner or their respective employees arising out of or in connection with the administration, evaluation or recommendation of any quote.

**BOARD OF SELECTMEN  
TOPSFIELD, MASSACHUSETTS**

## TOWN OF TOPSFIELD

### REQUEST FOR QUOTES

#### TOWN HALL FLOORING REPLACEMENT PROJECT

The Town of Topsfield ("Town") will receive quotes for the replacement and installation of carpeting in the Town Hall, at the offices of the Town, Town Hall, 8 West Common Street, Topsfield, MA 01983, 1st Floor, Procurement Office, until **September 15, 2014 at 10:00 AM.**

Contract Documents will be available on or after **August 20, 2014.** Bidders may obtain a set of documents at the above address.

#### **1.1 INSTRUCTIONS TO BIDDERS**

- 1.1.1 These Instructions to Bidders ("Instructions") are intended to assist bidders in the preparation of their quotes, to call attention to various requirements and to set forth conditions upon which quotes are submitted and received.
- 1.1.2 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 purport to be complete or correct as summaries, and shall in no respect supersede, expand or limit rights or duties of the Town or bidders in matters governed by statute.

#### **1.2 AVAILABILITY OF CONTRACT DOCUMENTS**

- 1.2.1 Each person requesting Contract Documents shall proceed as directed in the REQUEST FOR QUOTES.
- 1.2.2 In making copies of the Contract Documents available, the Town does so only for the purpose of obtaining quotes, and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof

#### **1.3 EXAMINATION OF CONTRACT DOCUMENTS**

- 1.3.1 Before submitting a quote, each bidder must:
  - (a) thoroughly examine the Contract Documents, (b) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Contract, and (c) study and carefully correlate its observations with the requirements of the Contract Documents. Failure of a bidder to become acquainted with the Contract Documents shall in no way relieve the bidder from any obligation with respect to its quote.

#### **1.4 ADDENDA**

- 1.4.1 Corrections, modifications, additions, deletions or changes to any of the Contract Documents will be issued in the form of written Addenda before the date fixed for opening of quotes. Addenda will be mailed to all parties who, according to the Town's records, have obtained or requested Contract Documents and have furnished to the Town

an address for such purposes. Only Addenda so issued shall become part of the Contract Documents.

- 1.4.2 Each bidder shall be responsible for determining that it has received all Addenda issued. Failure to acknowledge all Addenda in this Request for Quote, shall be cause for rejection of any quote if, in the sole discretion of the Town, such unacknowledged Addenda contain matters of substance.
- 1.4.3 Any questions, requests for information, clarification or interpretation of the meaning of the Contract Documents must be in writing to Roberta Knight faxed to 978-887-1502 or e-mailed to [rknight@topsfield-ma.gov](mailto:rknight@topsfield-ma.gov) and to be given consideration must be received no later than **August 27, 2014**.
- 1.4.4 The Town may, at its option, respond to any such question or request in the form of written "Questions and Answers". Such response shall represent the Town's interpretation of the matter questioned or requested, but shall not become part of the Contract Documents. Any modification to the Contract Documents arising out of any question or request shall only be made by a written Addendum. In the event of a conflict between the Contract Documents and the written Questions and Answers, the Contract Documents shall prevail. In no event shall oral modifications to the Contract Documents or oral responses to questions or requests for information be deemed binding on the Town or given any force or effect.

## **1.5 QUALIFICATIONS OF BIDDERS**

- 1.5.1 The Town may make such investigations as it deems necessary to determine the qualifications of any bidder and its ability to perform the Services, and all bidders shall promptly furnish to the Town all such evidence and information for this purpose as the Town may request.
- 1.5.2 Without limitation, the investigation of a bidder may seek to determine whether the dealer or manufacturer is authorized to do business in the Commonwealth of Massachusetts, has had sufficient relevant previous experience, and has financial resources adequate to assure performance in accordance with the Contract Documents. The amount of other work to which the bidder is committed may also be considered. In evaluating quotes, the Town will consider the qualifications of only those bidders whose quotes are otherwise in compliance with the prescribed requirements.
- 1.5.3 The Town reserves the right to reject any quote if the evidence submitted by, or the investigation of, the bidder fails to satisfy the Town that such bidder is properly qualified and competent to carry out the obligations of the Contract Documents and to complete the Services in accordance therewith.
- 1.5.4 The Contract shall not be awarded to any bidder whose submitted background information, when investigated and verified by the Town, raises significant questions as to its ability to successfully complete the Services.

## **1.6 SALES TAX**

- 1.6.1 Section 6(f) of Chapter 64H of the Massachusetts General Laws exempts from Massachusetts sales tax materials, equipment and supplies to be used in the performance of these Services and bidders shall not include in their quotes any amount therefore. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption will be provided to the successful bidder.

## **1.7 PREPARATION AND RECEIPT OF QUOTES**

- 1.7.1 All bidders are cautioned to allow ample time for transmittal of quotes. Bidders are solely responsible for delivery to and receipt of quotes by the Town at the address for receipt of quotes specified in the REQUEST FOR QUOTES. Quotes received at the Procurement Office after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed quotes, regardless of postmark.
- 1.7.2 Any quote may be withdrawn by the bidder or its duly authorized representative by written notice received by the Town at the address for receipt of quotes specified in the REQUEST FOR QUOTES prior to the time scheduled for the opening of such quotes or authorized postponement thereof. No quote may be withdrawn for sixty (60) business days after the opening of quotes. No telephone or telegraphic quote, change in quote or withdrawal of quote will be received or recognized. A quote may be amended or modified only by withdrawing the quote and resubmitting another quote prior to the time set for opening quotes.
- 1.7.3 Quotes will be received, and opened at the address for receipt of quotes specified in the REQUEST FOR QUOTES.
- 1.7.4 Quotes must be submitted on a signed Quote Form for *TOWN HALL FLOORING REPLACEMENT PROJECT* furnished by the Town and included in the Contract Documents. Mathematical errors will be considered errors of form only. The quote shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the quote shall be typed or printed below the signature(s), accompanied by a Certification of Signature. If the successful bidder is a joint venture, it must submit a copy of the joint venture agreement within five days of being informed of being selected. In all cases, the Town reserves the right, but not the duty, to seek clarification from a bidder of any terms of its response to this IFQ.
- 1.7.5 As part of its quote submittal, each bidder must certify that it has complied with any and all state and local tax laws designated in the Quote Form for *TOWN HALL FLOORING REPLACEMENT PROJECT*. Contractor's failure to certify compliance with said laws will be cause for the Town not to enter into a contract. The Town further reserves the right to investigate, at any time prior to the Town's execution of the Contract or during the term of the Contract, any information indicating that the Contractor has not complied with said laws. If the Town determines that the Contractor has not complied with said laws, it shall decline to enter into the Contract and may decline to extend the Contract.

## **1.8 REJECTION OF QUOTES**

- 1.8.1 The Town reserves the right to waive any informality in and/or to reject any and all quotes and to award a contract without further solicitation if it is in the public interest to do so. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Town shall be final and binding on both parties. All agreements and changes shall be in writing.
- 1.8.2 The Town may consider informal and may reject any quote which is not prepared and submitted in accordance with all requirements of the Contract Documents, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which is on a form not completely filled in, or which is incomplete or conditional, or which contains proposed prices for any class or item of Services which are, in the judgment of the Town, substantially less or more than the actual cost to complete the Services; provided, however, that the Town reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

## **1.9 EVALUATION**

- 1.9.1 The Town has the right to reject any quote that does not meet the minimum criteria set forth in the Specifications attached hereto.

## **1.10 AWARD**

The Town will award a contract which it determines to be the most beneficial to the Town.

Only a bidder who complies with the conditions and requirements provided in the Contract Documents and who possesses the skill, knowledge and integrity necessary for the faithful performance of the Services will be considered for award of the contract.

Award shall be made within sixty (60) days after the opening of quotes and the bidder agrees that, notwithstanding any provision hereof to the contrary, it will not withdraw its quote during that time period.

The successful bidder will be notified in writing, by mail or otherwise, that its quote has been accepted and that it has been awarded the Contract. As stated above, the Town reserves the right to negotiate the price or other terms of service with the selected bidder. The successful bidder shall furnish:

- certificates evidencing required insurance coverage, and
- any other documents required by the Contract Documents, within five (5) business days after Notice of Award. Failure to furnish said documents within the required time period may result in award of the contract to another bidder.

## TOWN HALL FLOORING REPLACEMENT PROJECT

### GENERAL REQUIREMENTS FOR CONTRACTORS

The following General Requirements for the Performance of a Service for the Town are a part, item by item, of the contract:

#### 1. Insurance

- a. **Indemnity Clause:** The successful bidder shall indemnify and hold harmless the Town from all claims, legal or equitable, including court costs and reasonable attorney's fees, arising out of the bidder's operations.
- b. **Workers' Compensation Insurance:** As required by the Massachusetts General Laws, the bidder shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all his employees employed in the course of performing services under this contract awarded pursuant to these specifications. Copies of all insurance certificates required under this section shall be provided by the bidder to the Town prior to the commencement of work on such a contract awarded pursuant to these specifications.
- c. **Miscellaneous Insurance:** The bidder shall carry and maintain, until completion of the services to be provided pursuant to the contract, insurance as specified below and in such form as shall protect his performing work covered by this contract, and the Town of Topsfield and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, medical malpractice and for property damage, which may arise from operation under this contract. The bidder covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with, operations under this contract. Except as otherwise stated, the amounts of insurance shall be for each policy not less than:

1. A comprehensive General Liability insurance policy of at least One Million Dollars (\$1,000,000) Bodily Injury and Property Damage Liability per occurrence, with a Two Million Dollar (\$2,000,000) Annual Aggregate Limit;
2. Automobile Liability of at least One Million Dollars (\$1,000,000) combined single limit;
3. The aggregate limit of General Liability coverage required above may be provided under an Umbrella Liability policy.

- d. All policies shall be so written that the Board of Selectmen will be notified of cancellation or of a restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. **The Town of Topsfield shall be named as an additional insured on all coverages except Workers' Compensation.** A certificate from the bidder's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Board of Selectmen before operations are begun. Such certificate shall not merely name the types of policy provided, but shall specifically refer to these specifications and shall state that such insurance is as required by these specifications.

**CERTIFICATES OF INSURANCE MUST BE SUBMITTED TO THE BOARD OF SELECTMEN BEFORE A CONTRACT IS SIGNED. THE CERTIFICATES OF INSURANCE MUST INCLUDE ALL COVERAGE AS STATED ABOVE.**

2. **Minimum Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project.** It is the responsibility of the Contractor, before quote opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Wages to be paid the various classes of employees used in this work shall be in accordance with the current list established by the Department of Labor and Industries. Certified payrolls shall be forwarded to the Town on a weekly basis. No payment will be made until certified payrolls are received.
3. The successful bidder will be required to prove that the employees participating in the work are certified in the requirements of **the OSHA 10 hour course** for Construction Safety and Health. Documentation will be provided on the first Certified Payroll Form submitted to the Town.
4. If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or equipment, or if he should fail to make prompt payments to subcontractors, or for material or labor or persistently disregard laws, ordinances or the instructions of the Board of Selectmen or otherwise be guilty of a substantial violation of any provision of the contract, then the Town without prejudice to any other right or remedy and after giving the contractor seven days' notice may terminate the employment of the Contractor.
5. The Contractor shall not assign the contract or any part thereof, or sublet it or any part thereof, or assign any moneys due or to become due to him thereunder without previous written consent of the Town.
6. The contract will be awarded only to a responsible bidder who is capable of performing and experienced at the type of work entailed. Only reputable established companies will be accepted as responsible bidders. The selected bidder will be required to show proof that he has sufficient equipment and a sufficient number of qualified, licensed and experienced employees to properly and efficiently provide the services. He shall also furnish proof of his financial ability to start, operate and complete the work.
7. The Contractor shall indemnify and save harmless the Town of Topsfield and all of its officers, agents and employees against all suites, claims or liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the contract and for failure to comply with the terms and conditions of said contract, whether by himself or his employees or subcontractors.

8. No official of the Town of Topsfield or its agents or employees shall be held personally responsible for any liability arising under the contract.
9. The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Town to terminate the Agreement.
10. The Town, without invalidating the contract, reserves the right to negotiate changes in the scope of services, and any adjustment to compensation resulting therefrom during the term of the contract.



**QUOTE FORM FOR TOWN HALL FLOORING REPLACEMENT PROJECT  
BETWEEN THE TOWN OF TOPSFIELD AND**

BIDDER: \_\_\_\_\_  
(Name of Company)

TO: Roberta Knight, rknight@topsfield-ma.gov

A. Having carefully examined the project site and the RFQ for the Topsfield Town Hall Flooring Installation, we the undersigned, propose to furnish all labor, equipment, insurance and materials (except for carpeting and matting being provided by the Owner) necessary for and reasonably incidental to the construction and completion of this project for the Lump Sums as itemized below. Please furnish take-off quantities of all carpet material for ordering purposes and for verification of quantity included.

**BASE QUOTE FLOORING FINISHES:**

VAT Removal	\$ _____
Carpeting (rip up, removal, installation incl base but not including carpeting materials)	\$ _____
VCT Tile (materials and labor)	\$ _____
Furniture removal & replacement	\$ _____
Underlayment replacement (30%)	\$ _____

\$ \_\_\_\_\_  
Total Flooring Finishes Bid

**UNIT COSTS**

Additional VAT removal (SF)	\$ _____
Additional 1/4" underlayment (SF)	\$ _____

**QUANTITIES (including attic stock):**

Carpeting Quantity (SY)	_____
Entry Matting Quantity (SF)	_____
VCT Quantity (SF)	_____
BASE Quantity (LF)	_____

- A. ESTIMATED PROJECT DURATION(after carpet delivery): \_\_\_\_\_
- B. This quote includes the following addenda to the Project:
  - a. Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
  - b. Addendum No. \_\_\_\_\_, dated \_\_\_\_\_
- C. I have included material quantities.
- D. The undersigned agrees to hold the lump sum bid price in effect for 60 days from the bid date.
- E. The Contractor agrees that, if it is selected as Contractor, it will, within five (5) business days after Notice of Award by the Town, furnish an insurance certificate evidencing the coverages required by the Town of Topsfield in contract document Attachment A.
- F. The Contractor certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other natural person, joint venture, partnership, corporation, or other business or legal entity.
- G. The Contractor certifies it shall comply with the General Requirements regarding Non-discrimination and Affirmative Action.
- H. The Contractor hereby certifies, under the penalties of perjury, that to the best of its knowledge and belief, the Contractor has complied with any and all applicable state and local tax laws related to the taxes included in the following: G.L. c. 59 - Assessment of Local Taxes; and G.L. c. 62C, §2. Contractor SS or FIN Number:  
\_\_\_\_\_.
- I. Certificate of Signature on page thirteen (13) shall be completed and included with this proposal form.
- J. The Contractor hereby certifies that the quote as submitted is complete.

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

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_





## STATEMENT OF WAGE COMPLIANCE

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

I, \_\_\_\_\_

(Name of Signatory)

(Title)

do hereby state:

That I pay or supervise the payment of the persons employed by \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ Project,

as the Contractor, subcontractor

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of Section Twenty-seven (27) and Twenty-seven A (27A) of Chapter One Hundred and Forty Nine (149) of the General Laws.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General Laws.)

## TOWN HALL FLOORING REPLACEMENT PROJECT

### SPECIFICATIONS

#### Scope of Work for Installation of Flooring at Topsfield Town Hall

Work under this contract shall include the furnishing of all labor, equipment, supplies, parts, tools and supervision for Installation of Flooring at Topsfield Town Hall, 8 West Common Street, Topsfield, MA 01983.

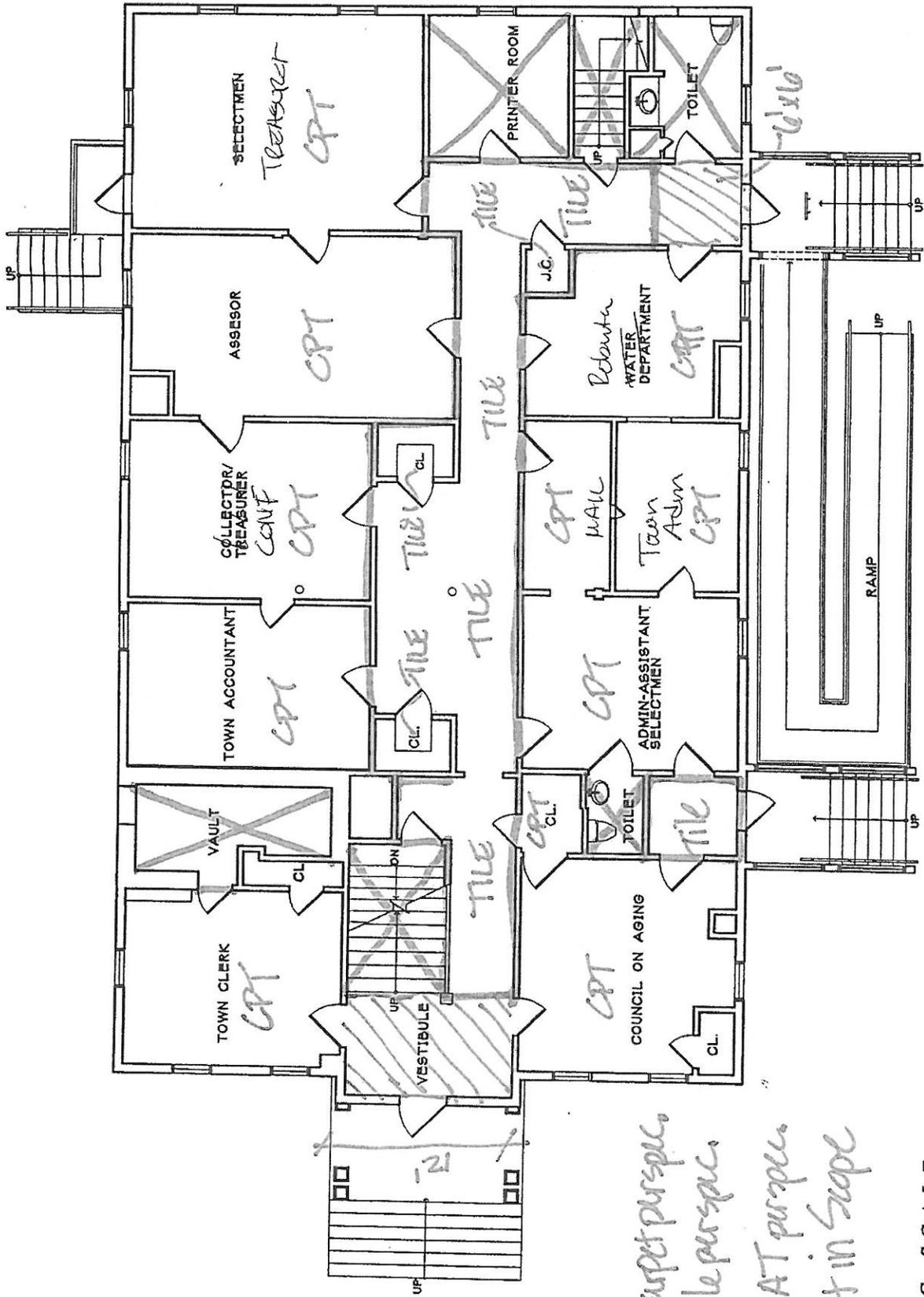
Installation of Flooring involves the following:

1. Abatement of existing VAT in the hallways in areas denoted as "Tile" on the attached sketch of the first floor of Topsfield Town Hall.
2. Rip-up, removal and recycle/disposal of existing carpeting in all areas denoted as "CPT".
3. Installation of VCT in areas denoted "Tile". Contractor will furnish and install 12" VCT Azrock tile, Color and Style: TBD.
4. Installation of carpeting, entry matting, transitions and 4" cove base in all areas denoted "CPT" on attached floor plan. The Town of Topsfield will be furnishing the carpeting and entry matting direct from Tandus. The carpet will be Tandus Powerbond Cushion RS carpet tile, Style: Aftermath, Color TBD. The entry matting will be Tandus, Abrasive Action, Color TBD. The contractor will furnish 4" Johnsonite cove base, Color: TBD.
5. The installation of carpeting in areas not being abated will serve to encapsulate the existing VAT below. If the existing VAT is loosened during the rip-up process then abatement of the loosened areas is the responsibility of the contractor. Please provide a unit cost for removal of loosened tile(s) per SF.
6. The replacement of 1/4" hardwood underlayment in areas where the existing underlayment is damaged/worn within the area marked as "Tile". Assume 30% replacement in your bid and provide a unit cost/SF for any additional area.
7. Contractor is responsible for the removal and replacement of all furniture and files in all areas of work. The Town will disconnect workstations, copiers, other electronics and loose items on desks and cabinets.
8. Contractor will provide one box(12 tiles) of office carpeting, 5% of total VCT tile, any leftover pieces of entry matting and any partially used box of cove base as attic stock.
9. Contractor will plane/cut any wood doors as needed to provide for free swing after carpet installation.

The Contractor shall be responsible for verifying square footage of all rooms and the amount of materials needed, and provide the Town with the appropriate quantities for ordering carpeting and matting. A bid site tour is mandatory and can be arranged with Roberta Knight, 978-887-1504.

Contractor will prepare all substrate per flooring manufacturer's recommendations. Substrate cracks will be filled and area will be leveled to acceptable flatness. Contractor will be certified to install specified carpeting.

Where carpeting meets other floor surfaces, use applicable transition strip/reducer as approved by Town. Contractor will provide and install 4" vinyl cove base in all carpeted rooms. The contractor is responsible for maintaining a clean work area at all times during installation and clean up after installation.



M E Y E R A  
A R C H I T E C T U R E  
3112 COMMONWEALTH AVENUE

EXISTING FIRST FLOOR PLAN

T O P S F I E L D T O W N H A L L

M C M X C V I I

TOPSFIELD MASSACHUSETTS

GRAPHIC SCALE  
0 1 2 4 8 16

7/10/2014

