



Town of Sterling

Office of the Town Administrator

Kama Jayne, Executive Assistant
Email: kjayne@sterling-ma.gov

REQUEST FOR PROPOSALS (RFP)

1835 Old Town Hall Ceiling Demolition

Project Overview:

- A. The Town of Sterling is requesting proposals under M.G.L. Chapter 149 from qualified contractors to remove the interior ceiling from the historic 1835 Old Town Hall, 31 Main Street Sterling, MA
- B. When the existing ceiling material is removed, the uncovered structure; roof beams, rafters, chords, purlins, and gussets will be fully exposed and ready for repair and refinishing. A follow on, separate bid and contract will evaluate necessary design for repairs, reconstruction, and re-roofing.
- C. The Sterling Board of Selectmen are the awarding authority.
- D. Project is anticipated to begin in August 2017 and be complete within two weeks.

The Project Scope / Procedures:

- A. No smoking or use of fire or flames at any times in or near the work area
- B. Protect floors and walls from damage
 - a. Cover floors with plastic covering
 - b. Cover floors with protective plywood or other material were debris will fall
 - c. Protect windows from falling debris
 - d. Protect baseboard from debris
- C. Seal doorways to prevent dust and debris from moving downstairs
- D. Provide dumpsters
 - a. Provide chute from upper level to dumpsters, perhaps through fire escape
- E. Arrange with fire department removal/deactivation of alarms and detection devices
- F. Verify power shut off to upstairs. (This work will be done separately, before the ceil demolition work.)
- G. The ceiling hanging lights will be removed before the ceil demolition.

- H. All drop ceiling fluorescent lighting will be done before the ceil project, under a separate contract.
- I. Expose roof structure including
 - a. Remove and discard drop ceiling framing
 - b. Remove and discard all electrical wiring
 - c. Remove and discard all ceiling tiles
 - d. Remove and discard all wall boards from ceiling of great hall and gallery
 - e. Remove and discard all lathe and plaster
 - f. Remove and discard face boards that may cover rafters, collar ties, trusses etc.
 - g. Remove and discard any insulation
 - h. Clean underside of roof by removing all brackets, attachments, and nails associated with the old ceiling and lighting.
 - i. Clear old ceiling to expose the top sill plate all around the building.
- J. All debris must be removed, and site broom cleaned when finished
- K. All debris must be disposed of according to State laws
- L. Building and grounds must be secured each night
- M. Obtain all necessary permits

Walk- Through, Pre-bid conference

At 10:00 AM on July 6, 2017 a pre-bid conference will be held at the 1835 Building, 31 Main Street Sterling, MA. Questions will be answered and an opportunity to examine the ceiling and attic areas to the extent of normal safety precautions.

Qualifications:

All firms must possess the following minimum qualifications:

- A. Massachusetts registration and licensing in all applicable disciplines
- B. Thorough knowledge and familiarity with Massachusetts construction laws and bidding procedures. The selected firm shall be expected to comply with all applicable state and federal laws in performance of service.
- C. All staff must be legally able to work in the United States. Contractor must have a person on site at all times that can speak English and if necessary translate instructions to all other staff.
- D. Must have or be willing to acquire prior to the signing of the contract:

- a. Professional liability insurance as required by the Town of Sterling
 - b. Workman's Compensation Insurance
- E. Must provide the following documents prior to signing of the contract:
- a. Tax certification statement, Attachment 3
 - b. Non-collusions (Good Faith) form, Attachment 4
 - c. Certificate of Adherence to MASS Conflict of Interest Laws, Attachment 5
 - d. Certificate of Professional Liability and Workers Compensation Insurance, Attachment 6
 - e. Certification of OSHA training for all employees, Attachment 7
- F. At least three (3) references of previous like projects
- G. Pay Massachusetts **Prevailing Wages** per the attachment 1.

General Information and RFP Submission Requirements:

- A. The RFP envelope must be sealed and clearly marked: **1835 Ceiling Demolition:** and addressed to Kama Jayne, Executive Assistant, Town of Sterling, Butterick Bldg., 1 Park St., Sterling, MA 01564
- B. The RFP is due on **July 24, 2017 at 2:00PM** at the Office of the Administrative Assistant, 1 Park Street, Butterick Bldg., Sterling, MA.
- C. Award date: Award will be made within thirty (30) days after RFP's are received unless the time for award is extended by mutual consent of all parties.
- D. If any changes are made to this RFP, an attachment will be issued. Addenda will be mailed or faxed or emailed to all applicants on record as having requested the RFP's. The last date for an attachment is 2 business days before the due date.
- E. Questions concerning this RFP must be submitted in writing to: Attention of Kama Jayne, Administrative Assistant, Town of Sterling, Butterick Bldg., 1 Park St., Sterling MA 01564 prior to four (4) days before the due date.
- F. RFQ's may be modified, corrected or withdrawn only by written correspondence received by the Administrative Assistant's Office prior to due date. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____" and must reference the original Request for Proposals.
- G. Proposal should **describe their project control and quality assurance procedures along with methods used to insure successful coordination of tasks and safety for employees, the public, and the historic building.**

- H. The Town of Sterling will not be responsible for any expenses incurred in preparing and submitting RFP's. All RFP's shall become the property of the Town of Sterling. The issuance of this RFP does not commit the Town of Sterling to award a contract.
- I. Any RFP's received after the advertised due date and time for opening will be returned to the responder unopened. The Town of Sterling shall **NOT** accept any late RFP's.
- J. Purchases by the Town of Sterling are exempt from federal, state and municipal sales and/or excise taxes.
- K. Unexpected closures. If, the Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. RFP's will be accepted until that date and time.
- L. The Town of Sterling is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
- M. References: provide a list of prior similar projects: prior experience in the Commonwealth of Massachusetts is preferred.
- N. Insurance:
 - a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
 - (1) Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; to be provided by Contractor's installer.
 - (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000.00, for any one person and \$1,000,000.00 Aggregate Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations
 - b. Commercial General Liability policy must provide the following:
 - (1) Name as Additional Insured the Town, its Officers, Agents, and Employees.
 - (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought.
 - (3) Thirty (30) days' advance written notice to Town of cancellation mailed to the following
One Park Street, Butterick Building · Sterling MA 01564 · 978 422 8111 x 2316 Fax 978-422-0289

address:

Town of Sterling /Town Administrator
1 Park Street
Sterling, Ma 01564

M. Indemnification

Contractor shall indemnify and save harmless the Town and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, resulting directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by the Town or others, arising from the negligence or fault of Contractor, its agents, employees and subcontractors, except where such loss, damage, injury, liability or claim is the result of the negligence or willful misconduct of the Town and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee.

In addition to Contractor's obligation to indemnify the Town, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Town from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by the Town and continues at all times thereafter.

Contractor shall indemnify and hold the Town harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of the use by the Town, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

- O. The successful applicant is expected to sign a contract with the Town of Sterling within seven (7) days of the approval by the Board of Selectmen.
- P. Three (3) paper copies of the RFP package must be delivered to the Executive Assistant, PLUS all files in digital PDF format on a CD or USB memory stick. If the digital files cannot be delivered, a total of eight (8) paper copies must be delivered.

Selection Process:

- A. The firms submitting RFP's will be evaluated by the 1835 Old Town Hall Building Committee and the Town Administrator, (together Selection Committee). Top ranked Proposer(s) may be selected for an interview for project. Please note that all firms responding to this RFP may not be asked to present formal presentations. The selection is based upon the following criteria:
 - a. Compliance with minimum submission requirements
 - b. Past documented performance on similar projects.
 - c. Experience demonstrated regarding work in projects similar in historical and architectural significance.
 - d. Background and references of the firm based upon recent projects.
 - e. Ability of the firm to provide the services requested as determined by the Selection Committee.
 - f. Project schedule as indicated in the RFP.
 - g. Bidder's description of their project process and quality control procedures.
 - h. Lowest price of the most responsible and responsive bidder. Use attachment 2, Bid Price Sheet.

Attachment 1 – Prevailing Wages

Attachment 2 – Bid Price Sheet

_____ agree to all of terms and conditions of this RFP and will perform all of
(Name of Contractor)

the work outlined in the [project scope and procedures](#) for a total price, including labor, material, equipment rental, dumpsters, demolition material disposal, and profit for a total price of:

(\$x,xxx)

(Written dollar amount)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date _____

Signature of individual submitting bid or proposal

Printed or typed name of person signing

Company or Corporation Name

**CERTIFICATE OF GOOD FAITH
(NON-COLLUSION)**

The undersigned certifies under penalties of perjury that this bid or proposal 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.

Date

Signature of individual submitting bid or proposal

Printed or typed name of person signing

Company or Corporation Name

Certificate of Non-Conflict of Interest

The undersigned certifies that through its execution of this Agreement, contract acknowledges that it is familiar with the provisions of the Conflict of Interest Laws in the Commonwealth of Massachusetts (M.G.L. c 268A), and certifies that is does not know of any facts which is a violation of provisions.

Date

Signature of individual submitting bid or proposal

Printed or typed name of person signing

Company or Corporation Name

Attachment 6

certificate of Professional Liability and Workers Compensation Insurance

{looking for this form}

Attachment 7

Chapter 306 of the Acts of 2004
An Act Relative to the Health and Safety on Construction Projects

GENERAL CONTRACTOR'S CERTIFICATION - BID FORM

Certification of OSHA Training

_____ (Name of General Bidder) hereby certifies that it, and all its subcontractors who are not filed subbidders shall:

(1) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Signed under the penalties of perjury. _____ (date)

Signature of authorized representative of contractor _____

Print name of authorized representative of contractor _____

