



MARTHA'S VINEYARD LAND BANK COMMISSION

REQUEST FOR PROPOSALS:

QUENOMICA PRESERVE SOUTH HEATING SOURCE PROJECT

- PART 1. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS
- PART II. SCOPE OF WORK AND SPECIFICATIONS
- PART III. ADDITIONAL INFORMATION
- PART IV. RULE FOR AWARD
- PART V. ATTACHMENTS

PART I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

1. **Summary:** The Martha's Vineyard Land Bank Commission (MVLBC) wishes to install a new heating source in an existing structure located at 75 Kanomika Road Edgartown, Massachusetts and seeks proposals for the like as described in the scope of work and specifications.
2. **Site Visit:** The MVLBC will offer a site-visit to prospective bidders, to take place on-premises on Tuesday, September 13, 2022 at noon.
3. **Questions:** The MVLBC will maintain a list of names and addresses of individuals and companies requesting a bid package. Prospective bidders may pose questions, but only in writing; questions must be received, electronically or otherwise by noon on Tuesday, September 20, 2022. The MVLBC will thereafter issue a response to all on the list and such response shall constitute an addendum to the initial bid package.
4. **Submission Requirements:** Bids shall be received in the MVLBC office, electronically or via post, **no later than noon on Friday, September 30, 2022** in a package plainly marked "*Quenomica Preserve South Heating Source Project*".

If sending via US POST:

**Martha's Vineyard Land Bank Commission
Post Office Box 2057
Edgartown, Massachusetts 02539**

If sending via Parcel Carrier like UPS or FED EX:

**Martha's Vineyard Land Bank Commission
167 Main Street
Edgartown, Massachusetts 02539**

5. **Award Date:** Award will be made at the Martha's Vineyard Land Bank Commission (MVLBC) weekly meeting following the due date for submission. If deliberation is deemed necessary the MVLBC reserves the right to vote to take the quotes under review until the following weekly MVLBC meeting.
6. If any changes are made to this Request for Proposal, an addendum will be issued. Addenda will be mailed, emailed or faxed to all contractors on record as having received the Purchase Description.
7. Contractors shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
8. After the quote deadline has passed, a responder may not change any provision of the quote in a manner prejudicial to the interests of MVLBC or fair competition. Minor

informalities will be waived or the responder will be allowed to correct them. If a mistake and the intended quote are clearly evident on the face of the quote document, the mistake will be corrected to reflect the intended quote and the responder will be notified in writing; the responder may not withdraw the quote. A responder may withdraw a quote if a mistake is clearly evident on the face of the quote, but the intended correct quote is not similarly evident.

9. The MVLBC reserves the right to reject any and all bids and to waive any informality in quotes received whenever such rejection or waiver is in its best interest.
10. The MVLBC will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the MVLBC.
11. Responders must be willing to enter into the MVLBC standard form contract, appearing as Attachment 2.
12. The RFP, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected contractor shall be expected to comply with all applicable state and federal laws in performance of service.
13. Purchases by the MVLBC are exempt from federal, state and municipal sales and/or excise taxes. The Contractor shall not include in this quote any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
14. The Tax Compliance Certification and Certificate of Non-Collusion must be included with the quote response. They are provided in this RFP as ATTACHMENT 1. This must be signed by an authorized individual.
15. Unexpected closures: If, at the time of the quote due date, MVLBC is closed due to uncontrolled events such as fire or weather, the due date will be postponed until 10:00am on the next normal business day. Bids will be accepted until that date and time.
16. Responders should be aware that many overnight mailing services do not guarantee delivery to Edgartown.
17. **If the Quote is \$25,000 or more**, the winning Contractor must furnish a payment bond from a surety company in the amount of at least fifty percent (50%) of the contract price to guarantee payment to materials suppliers and/or subcontractors in the event the general contractor fails to pay the material suppliers and/or subcontractors.
18. **PREVAILING WAGE** Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The Prevailing Wage shall become part of the contract signed between the successful contractor and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful contractor or a subcontractor. The wage rates must be updated annually.

19. Payroll records must be kept by the successful contractor for all persons employed on the project. A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all prime contractors and subcontractors, when its portion of the work is completed. A certified payroll must be submitted to the MVLBC office for each week work is performed for the MVLBC under this contract.

20. **Contractor must comply with:** Chapter 306 of the Acts of 2004 § 1. (3) 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 at 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; and **SECTION 2 (3)** that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (b) Any employee found on a worksite subject to this subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. **SECTION 5** This act shall take effect on July 1, 2006.

21. The Contractor shall be responsible for having a clear understanding of the existing conditions of the site before submitting a quote for this contract and shall be responsible for fully carrying out the work of the Contract, regardless of actual site conditions encountered.

PART II. SCOPE OF WORK AND SPECIFICATIONS

The Martha's Vineyard Land Bank Commission wishes to install a heating source in an existing structure at 75 Kanomica Road, Edgartown, Massachusetts and seeks proposals for creating such same.

- *Planning:* Bidders should describe a planned protocol – including use of materials and size of handlers and their efficiency to the existing space – so that the land bank can assess the feasibility.
- *Timeline:* Bidders should supply a timetable for work.
- *Construction:* The contractor will be responsible for the installation of a heating source that is designed specifically for the existing space. The contractor will be responsible for all costs of transport and proper disposal of all demolition debris.
- *Certifications and permits:* The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

PART III. ADDITIONAL INFORMATION

REFERENCES

Responders must provide a list of at least three references for which similar type services have been performed in the past three years. Reference information must include Company/Government Name, Contact Person, Phone Number, Fax Number and date of purchases.

Poor references may be a basis for determining that a contractor is not responsible. Reference questions will include but may not be limited to quality and durability, timely delivery, customer service and general customer satisfaction.

RESPONDER'S REPRESENTATION:

Each Contractor by making a quote represents that:

1. The Contractor has read and understands the Contract Documents and the quote is made in accordance therewith.
2. The Contractor is familiar with the local conditions under which the Work has to be performed.

Failure to so examine the Contract Documents and site will not relieve any Responder from any obligation under the quote as submitted. Neither the Commonwealth nor the MVLBC will be responsible for errors, omissions and/or charges for extra work arising from the Contractor's failure to familiarize itself with the Contract Documents or existing conditions.

PREPARATION AND SUBMISSION OF QUOTES:

Quotes shall be submitted on the "Quote Response Form" (provided as ATTACHMENT 3) as appropriate, furnished at no cost by the MVLBC. Where so indicated on the Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the quote sum expressed in words and the quote sum expressed in figures, the words shall control. Date and time for receipt of Quotes is set forth on page 2 of this Purchase Description. Any quote not received by the applicable deadline will not be accepted.

Timely delivery of a quote at the location designated shall be the full responsibility of the Contractor.

INSURANCE REQUIREMENTS:

The Contractor shall have proof of workers compensation, vehicle, and general liability insurance. Contractor shall submit originals of each certificate of insurance, acceptable to the Awarding Authority upon contract execution. Certificates shall show each type of insurance, insurance company, policy number, and amount of insurance. Updated certificates of insurance must be provided each year for contract renewal to be considered.

NON-PERFORMANCE

If at any time the project locations become unkempt or unsightly, the MVLBC will notify the Contractor in writing. If no action is taken by the Contractor, the MVLBC reserves the right to order that the responsibilities be fulfilled by another party, and no further payments will be made to the Contractor. If the Contractor is routinely unable to keep the project locations in good appearance, according to the MVLBC, it will be considered as a failure to execute the contract and written notice will be provided.

PART IV. RULE FOR AWARD

The MVLBC staff shall evaluate the proposals and make recommendations to the MVLBC as to which is the most advantageous from the perspective of meeting the outlined bid specifications and timeliness of delivery. The MVLBC shall vote to select the winning proposal using the following evaluation criteria: [a] price; [b] quality of product provided; [c] responsibility and measure of responsiveness, as indicators of professionalism and reputation.

The MVLBC reserves the right to reject any and all bids when such rejection is in the best interest and/or if it, in its judgment, determines that a bidder(s) is not in a position to perform on the contract. The MVLBC does not obligate itself to accept the lowest or any bid.

PART V: ATTACHMENTS & EXHIBITS

ATTACHMENTS:

- 1. CERTIFICATE OF NON-COLLUSION & TAX COMPLIANCE
CERTIFICATION**
- 2. GENERAL CONTRACT**
- 3. QUOTE RESPONSE FORM**

EXHIBITS:

- 1. AERIAL AND PHOTOGRAPHS**

ATTACHMENT 1

CERTIFICATE OF NON-COLLUSION:

The undersigned certifies under penalties of perjury that this quote 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.

TAX COMPLIANCE CERTIFICATION:

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

ANTI-DISCRIMINATION REQUIREMENTS: FAIR EMPLOYMENT PRACTICES RELATIVE TO TOWN CONTRACT:

It is understood and agreed that it shall be a material breach of any contract resulting from this quote for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin sex, age, or ancestry.

Signature of Contractor

Date

Printed Name

Company Name

ATTACHMENT 3

QUOTE RESPONSE FORM

The undersigned proposes the services outlined in the above RFP for the contract price specified herein:

Name of Company or Individual Bidder

Address, City, State, Zip

Telephone

Email

Bidder's Title

FEIN or SSN

TOTAL BID, INCLUDING LABOR AND MATERIALS, IN NUMBERS:

\$ _____

TOTAL BID, INCLUDING LABOR AND MATERIALS, IN WORDS:

\$ _____ **dollars.**

Bidder's Signature

Date

ATTACHMENT 2

**AGREEMENT BETWEEN THE
MARTHA'S VINEYARD LAND BANK COMMISSION, MASSACHUSETTS
AND
INDEPENDENT CONTRACTOR**

THIS AGREEMENT made effective this day _____, 2018 by and between the MARTHA'S VINEYARD LAND BANK COMMISSION (MVLBC), MASSACHUSETTS, with offices at 167 Main St, Edgartown, MA 02539 (hereinafter called the "MVLBC"), and CONTRACTOR., with principal offices located at _____(hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the MVLBC desires to retain the CONTRACTOR to provide certain services for the MVLBC as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

1.1 The MVLBC hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the MVLBC, as described in Article 2.

1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the MVLBC, on the one hand, and the CONTRACTOR on the other, and the MVLBC shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth in the RFP titled "Quenonica Preserce South Heating South Project"

2.2 The CONTRACTOR shall report, and be responsible, to the MVLBC and its designee (if any) as set forth in the Solicitation.

2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the MVLBC. The MVLBC shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the MVLBC in writing.

2.4 The CONTRACTOR represents and warrants to the MVLBC that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.

2.5 The CONTRACTOR represents and warrants to the MVLBC that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from Undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

2.6 All written materials and any other documents (whether in the form of "hard" copies, Graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the MVLBC under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the MVLBC a perpetual, royalty-free exclusive license in such items. The MVLBC acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the MVLBC in connection with any other project shall be at the MVLBC's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

3.1 Unless otherwise agreed upon by both parties, in writing, the term of this Agreement shall Commence on the date hereof and continue until the work has been completed.

3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth in the Solicitation.

3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided

or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the MVLBC shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event. If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional MVLBC funds, the MVLBC may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

4.1 The CONTRACTOR will bill the MVLBC with one or more invoices broken down to show the quantity of work performed and the hours during which it was performed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the MVLBC.

4.2 The MVLBC will pay the CONTRACTOR upon review and approval of such invoices by the MVLBC or its designee.

4.3 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit A, the MVLBC will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the MVLBC.

4.4 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the MVLBC.

ARTICLE 5 – TERMINATION

5.1 This Agreement may be terminated, with cause, by either the MVLBC or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

5.2 The MVLBC shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:

- (a) the MVLBC shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the MVLBC as a result of the CONTRACTOR's default, if any), as determined by the MVLBC but for no other amounts including, without limitation, claims for lost profits on work not performed; and
- (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 The CONTRACTOR agrees to indemnify and save the MVLBC harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the MVLBC for any and all costs, damages and expenses, including reasonable attorney's fees, which the MVLBC pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the MVLBC with respect to the CONTRACTOR, in connection with this Agreement.

6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for MVLBC, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (e) Such additional insurance as the MVLBC may reasonably require as set forth in the Solicitation.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the MVLBC twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the MVLBC. The MVLBC will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the MVLBC upon the execution of this Agreement and at such times thereafter as the MVLBC may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the MVLBC and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the MVLBC.

7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the MVLBC relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the MVLBC specified in the initial paragraph of this agreement, unless specifically authorized or delegated by a lawful vote of such body.

7.4 This Agreement, together with the Solicitation (Contractor, Scope of Work, Term), Exhibit A (Payments) and any additional exhibits referred to therein, constitute the entire agreement of MVLBC and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by MVLBC and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the MVLBC is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may

now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

MVLBC: MARTHA'S VINEYARD LAND BANK COMMISSION:

James Lengyel, Executive Director

Date

CONTRACTOR: _____”

Name, Title

Date

