



MARTHA'S VINEYARD LAND BANK COMMISSION

REQUEST FOR PROPOSALS:

40 + 44 Meetinghouse Way SOLAR PROJECT

- PART 1. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS**
- PART II. SCOPE OF WORK AND SPECIFICATIONS**
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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.

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

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.

