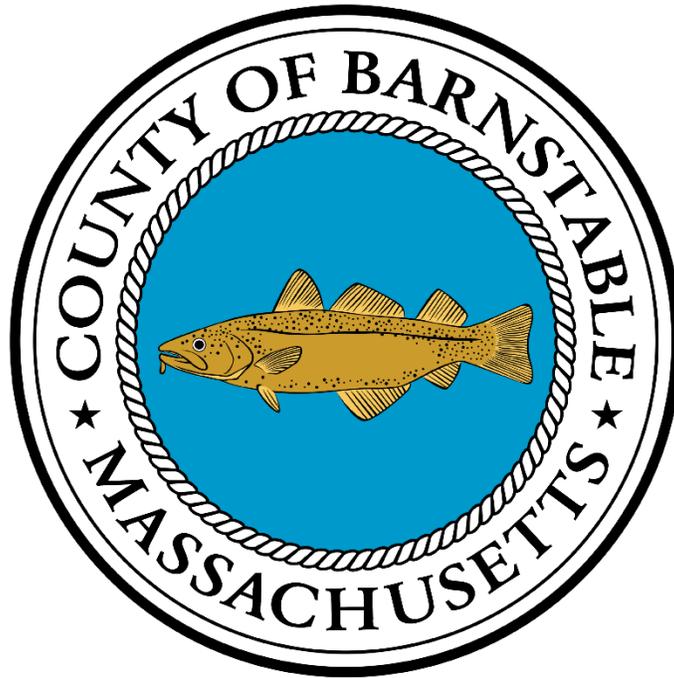


# Barnstable County Purchasing Department



REQUEST FOR QUALIFICATIONS  
Barnstable County Tradespersons  
RFQ #:7898  
Date: January 8, 2020

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**COUNTY OF BARNSTABLE**  
**PURCHASING**  
**DEPARTMENT OF FINANCE**

**Jennifer Frates**  
Chief Procurement Officer  
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**Advertisement**

Barnstable County invites sealed proposals for **RFQ #7898: Barnstable County Tradespersons** on behalf of the County, Towns other political subdivisions in Barnstable County for contractors within specific trades as follows:

M.G.L. c. 149, as amended by Section 224 of Chapter 218 of the Acts of 2016, authorizes a public agency to procure blanket contracts to establish listings of contractors from which written responses may be sought for individual tasks. According to the amendment, the public agency must procure the blanket contract using the competitive procedures of M.G.L. c. 30, § 39M or M.G.L. c. 149, §§ 44A-44J.

The trade categories to be included in this request are as follows:

- |                            |                               |
|----------------------------|-------------------------------|
| 1. Alarms (Fire)           | 2. Alarms (Security)          |
| 3. Asphalt/Paving Services | 4. Commercial Boiler Services |
| 5. Electrician Services    | 6. Fencing                    |
| 7. General Contractors     | 8. Generator/Turbine Services |
| 9. HVAC                    | 10. Locksmith/Door Hardware   |
| 11. Masonry                | 12. Painting                  |
| 13. Plumbing Services      | 14. Pump/Motor Services       |
| 15. Roofing Services       | 16. Septic Services           |
| 17. Tree Services          |                               |

Note: Categories above could include installation, repair, cleaning, maintenance as it relates to M.G.L. c. 30, § 39M or M.G.L. c. 149 construction laws regarding the categorization of work.

Request for Proposal documents may be obtained as of January 8, 2020 @ 9:00 AM, on the Purchasing website at: <http://purchasing.barnstablecounty.org>

Proposals will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **January 24, 2020 at 11:00AM.**

Sealed envelopes containing the proposals shall be clearly marked "**RFQ #: 7898 Barnstable County Tradespersons Category \_\_\_\_\_ (Insert Category & Category No.) \_\_\_\_\_**"

**NOTE: One original copy of each bid shall be submitted. NO faxed or emailed proposals will be accepted.**

A minimum of three qualified contractors/contractors must be received for each category listed in order for an award to be made.

This bid is subject to the recent procurement changes per the Municipal Modernization Acts of 2016 which are applicable to horizontal and vertical construction projects valued at \$10K - \$50K per engagement (threshold is for labor only, not including materials or equipment).

M.G.L. c. 149, as amended by Section 224 of Chapter 218 of the Acts of 2016, authorizes a public agency to procure blanket contracts to establish listings of contractors from which written responses may be sought for individual tasks. According to the amendment, the public agency must procure the blanket contract using the competitive procedures of M.G.L. c. 30, § 39M or M.G.L. c. 149, §§ 44A-44J.

M.G.L. c. 30, § 39M(a), as amended by Section 2 of Chapter 218 of the Acts of 2016, authorizes a public agency to procure blanket contracts to establish listings of contractors from which written responses may be sought for individual tasks. According to the amendment, the public agency must procure the blanket contract using the competitive procedures of M.G.L. c. 30, § 39M or M.G.L. c. 149, §§ 44A-44J.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Jennifer Frates  
**Chief Procurement Officer**

## Instruction to Bidders

### Barnstable County Tradespersons RFQ # 7898

#### 1. Purpose

Barnstable County invites sealed proposals for blanket trade contractors on behalf of the County, Towns other political subdivisions in Barnstable County and Nantucket County for contractors within specific trades.

The trade categories to be included in this request are as follows:

- |                            |                               |
|----------------------------|-------------------------------|
| 1. Alarms (Fire)           | 2. Alarms (Security)          |
| 3. Asphalt/Paving Services | 4. Commercial Boiler Services |
| 5. Electrician Services    | 6. Fencing                    |
| 7. General Contractors     | 8. Generator/Turbine Services |
| 9. HVAC                    | 10. Locksmith/Door Hardware   |
| 11. Masonry                | 12. Painting                  |
| 13. Plumbing Services      | 14. Pump/Motor Services       |
| 15. Roofing Services       | 16. Septic Services           |
| 17. Tree Services          |                               |

Note: Categories above could include installation, repair, cleaning, maintenance as it relates to M.G.L. c. 30, § 39M or M.G.L. c. 149 construction laws regarding the categorization of work.

The purpose of this Request for Qualifications is to establish a list of qualified contractors for specific trades that can be used by Barnstable County and the towns and other political subdivisions within Barnstable County for individual projects whose estimated cost is \$10,000 to \$50,000.00 per project engagement (threshold is for labor only, not including materials or equipment).

The per project engagement threshold pertains to “services” as stated in the legislation c. 149, sec. 44A(2)(B):

“A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought.” Therefore, the threshold for any awards in conjunction with is Request for Qualifications for Blanket Trade Contractors is \$10,000 - \$50,000 per project engagement for services (LABOR) and materials and other expenses shall be quoted as two line items.

#### 2. Term of Agreement

The term of this blanket contract award will be for one (1) year with two (2) one (1) year options to renew.

**3. Examination of Contract Documents and Site(s)**

Before submitting a Bid, each Bidder must familiarize himself with federal, state and local laws, by laws, rules and regulations that may in any manner affect cost, progress or performance of the Work.

The submission of a response will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

If this RFQ is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this RFQ or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended specifications and submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the RFQ language or any RFQ documents. Unauthorized modifications to the body of the RFQ, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

**4. Pre-Bid Meeting**

A pre-bid meeting has not been scheduled for this bid

**5. Proposal Response Instructions**

Sealed envelopes containing the proposals shall be clearly marked "RFQ #: 7898 Barnstable County Tradespersons Category \_\_\_\_ (Insert Category & Category No.) \_\_\_\_"

**NOTE: One original copy of each bid shall be submitted. NO faxed or emailed proposals will be accepted.**

All proposals must be delivered to:

Barnstable County Purchasing Department  
Superior Courthouse  
3195 Main Street  
PO Box 427  
Barnstable, MA 02630

**6. Required Proposal Response Date**

Vendors who wish to be considered for this project should submit their proposals per the instructions above to the County prior to the date and time specified below.

Proposals are due on or before **11:00AM on January 24, 2020**. No late proposals will be accepted.

Responses will be opened publicly and read aloud. An abstract of the bidders who submitted documents will be made available after the opening of bids on the purchasing website: <https://purchasing.barnstablecounty.org>

## **7. Proposal Signature**

A proposer must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

## **8. Official Date & Time**

A proposal will not be considered delivered unless the bid has been received by the Purchasing Department by the required response date and time referenced above.

## **9. Time for Proposal Acceptance**

The contract will be awarded within 60 days after the bid opening.

## **10. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

A bidder may correct, modify, or withdraw a bid by written notice received by the County prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original RFQ.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

## **11. Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Superior Courthouse is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

## **12. Questions and County POC**

Any clarification of requirements or requests for additional information by proposers must be made in writing via email and submitted no later than **January 16, 2020 @ 4:00 pm E.S.T.** to

[purchasing@barnstablecounty.org](mailto:purchasing@barnstablecounty.org). Answers to all questions will be made in writing and posted online as an addendum to the “RFQ #: 7898 Barnstable County Tradespersons” on the Purchasing website: <https://purchasing.barnstablecounty.org/>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **13. Changes & Addenda**

For any RFQ document and any addenda that are received electronically, it is the responsibility of every bidder who receives this RFQ and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents.

### **14. Insurance**

#### General Insurance Requirements

Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the “A- VIII” category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers’ compensation and personal property) shall include County of Barnstable, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as “all other political subdivisions”), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and “all other political subdivisions,” its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days’ prior written notice to the Chief Procurement Officer, County of Barnstable.

#### Liability Insurance

The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor’s liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the County of Barnstable, and “all other political subdivisions,” its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

- a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000).

The County of Barnstable and “all other political subdivisions” shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and “all other political subdivisions.” No insurance policy obtained pursuant to this section shall contain a deductible or self-insured retention.

- b. Automobile Liability: to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

- c. Umbrella Liability: to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer’s liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars (\$1,000,000) or such other amount if required by the County of Barnstable and indicated via addendum to this Contract.
- d. Professional Liability Insurance (**Not applicable for this bid**): with limits of not less than one million dollars (\$1,000,000) per claim and annual aggregate.

#### Workers’ Compensation and Employer’s Liability Insurance

Before commencing performance of this contract, the Vendor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers’ compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Vendor shall provide employer’s liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

#### Personal Property Insurance

Any tools, equipment, materials, and other personal property owned by Vendor shall be at the sole responsibility and risk of Vendor. The County of Barnstable, and “all other political subdivisions” shall not be liable for any loss, damage, or theft to such property. Any insurance that Vendor elects to maintain on Vendor’s personal property and materials shall be at the sole responsibility and cost of Vendor.

#### Pollution Legal Liability

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor’s liability arising out of pollution related exposures such as asbestos abatement,

lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars (\$1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

#### Additional types of Insurance

The Vendor shall provide such other types of insurance as may be required by the County of Barnstable and indicated via addendum to this insurance requirement.

#### Proof of Insurance

No work shall be commenced on the site by the Vendor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Vendor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to add the County of Barnstable, and "all other political subdivisions" as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions," and to provide the County of Barnstable with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

#### Effect of Failure to Continue Insurance in Force

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

### **15. Indemnification**

To the fullest extent permitted by Laws and Regulations contractor shall indemnify and hold harmless the County, the Towns and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work.

### **16. Reference to General Laws**

Whenever in the proposal, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to proposal on the proposed work.

All responses shall be submitted in accordance with all requirements of all laws and regulations governing the performance of work on the project or services. Bidder warrants and represents that it has read and is familiar with all such requirements.

**17. Cost of Preparation**

The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

**18. County Tax Exemption**

Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

State taxes will be excluded from all prices quoted to towns. The Towns shall provide their exemption certificate number(s) to the contractor. Contractor shall pay all taxes required to be paid by contractor in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the work

**19. Political Activity Prohibited, Anti-Boycott Warranty**

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

**20. Contractor Compliance**

The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

**21. Equal Employment Opportunity Anti-Discrimination Program**

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this Request for Qualifications. During the performance of this contract, the Contractor and all (his/her) Sub-Contractors (wherein after collectively referred to as the Contractor), for him/herself, his/her assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

The Contractor, by signing the Contract offered by the Town, agrees to abide by the above paragraph to the best of his/her ability.

**22. Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE)**

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to this Request for Qualifications. For the purposes of this request, the term MBE or WBE shall mean a contractor who is certified as a minority business enterprise by the Massachusetts Supplier Diversity Office (SDO), and who is certified at the time the contractor's proposal is submitted. All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SDO vendor lists, contact the SDO at (617) 502-8851. This is not a requirement for this Request for Qualifications.

**23. Criminal Offense Record Inquiry**

MA General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on subcontractors or laborers commissioned to do work on certain municipal projects. Contractor's responding to this bid shall comply with the CORI policies for each municipality for which it is awarded a bid. If CORI checks are required for a particular engagement, it will be stated in the Request for Quote.

**24. Public Record Request**

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

**25. Bidder Qualifications**

All tradespersons to perform work under this blanket contract shall be trained and licensed to perform all aspects of the work of their trade in accordance to all state, federal and local laws applicable to that trade. They shall be registered to do business in the Commonwealth of Massachusetts with the Secretary of State. Individual requirements for the participating Barnstable County awarding authorities shall be stated in each quote request submitted to the firms qualified under this blanket contract. Contractor shall submit one (1) Bid Submittal Summary Sheet for each category that they are submitting to be qualified under.

Bidder must have been in the same business for five (5) years prior to the release date of the RFQ.

The bidder must indicate the year the business was established. This will be verified with the Secretary of States Corporate Division or by the city or town where the company was established.

Bidder must choose geographical locations they wish to bid on. See Attachment A for list of geographical regions.

Bidders must provide information regarding last bankruptcy and current/pending litigation. Bidder must provide information regarding defaults on contracts and the reasons during the past three (3) calendar years. Bidder must disclose if they have been disbarred from any state or federal contracts.

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The County reserves the right to reject any and all responses, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional responses.

In evaluating responses, the qualifications of the bidders, whether or not the responses comply with the prescribed requirements shall be considered.

Investigations may be conducted as deemed necessary (including but not limited to requesting a list of all projects completed by a bidder) to assist in the evaluation of any response and to satisfactorily establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the documents within the prescribed time.

The right is reserved to reject the bid of any bidder who does not satisfactorily pass any such evaluation.

**Bidders will be evaluated on the following:**

- Ability to meet required experience
- Submittal of all required forms
- Agree to all requirements of MA General Law
- Satisfactory references

**26. Required Submission Documents**

All Bids must be submitted on the Bid forms bound herein; additional copies may be obtained from the County.

Responses by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Responses by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The response shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

The following documents must be submitted with your bid. Failure to include these documents could cause your bid to be rejected:

- **Attachment B: Certificate of Non-Collusion and Tax Compliance Required**
- **Attachment C: Reference Forms Required** - Bidder must supply a list of all work completed within the last year. This list shall include a description of the project, date work began, and date work completed, contact information for the contracting officer and jurisdiction, and the name of the bonding company that issued the bonds for the project.
- **Attachment D: OSHA Certification Form Required**
- **Attachment E: Bid Form; Summary Bid Form Required** for EACH trade or trades on which you are bidding
- **List of qualified staff**
- **Copy applicable licenses**
- **Certificate of Insurance proving levels of coverage.** Each awarding authority shall request a certificate of insurance at the time of the award of each engagement, naming the awarding authority as an additional insured on the general liability coverage and referencing the specific project.

## **27. Contract Award:**

Each eligible entity will be responsible for executing its own quotes, providing current prevailing wages for specific project, obtaining bonds based on dollar value, issuing purchase orders and paying its own invoices for Chapter 149 and Chapter 30,39M services acquired from this request. County will make an award to the “prequalified” tradespersons for the contract. Individual municipalities/political subdivisions shall generate quotes and contracts for each engagement from the qualified firms as awarded by the County.

The awarded qualified tradesperson blanket contractor list will include a minimum of three contractors for each trade. Awards will not be made for categories that do not have a minimum of three qualified contractors in the specific category. The requirements for Municipalities for the quote process shall be:

1. Solicit at least three written quotes from the list of contractors with a minimum of two written responses required.
2. The solicitation will include a deadline for submitting quote, a written scope of work that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period the work is to be completed.
3. Prevailing wages for the project.
4. Tax Certification
5. Certificate of Non-collusion
6. OSHA Certification.
7. Project bonding as required based on estimated dollar value and individual municipality quote request.
8. Insurance certification naming referencing project and naming municipality as an additional insured.
9. The award will be made to the lowest responsible, eligible quoting contractor for the project.
10. Written contract

No public notification for advertising or award is required for awards utilizing a blanket contract.

The awarding authority shall record the names and addresses of all contractors contracted.

Each Town shall be solely responsible for payment of invoices due contractor for work ordered and received by that Town only, as per MGL, Chapter 7, 22B. Bidders should expect payment within 30 days after the Town receives the invoice.

The County and the Towns reserve the right to terminate and remove any qualified tradesperson contractor from the awarded qualified Tradesperson Blanket Contract listing whenever it deems that the Contractor is in violation of laws, regulations and/or provisions of this Contract.

Termination of a contract or services by any Town shall not invalidate or alter the terms of a similar contract or services with any other Town.

The County and the Towns have the right to let other contractors in connection with the work and the Contractor shall properly cooperate with any such other contractors.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

The contract shall be deemed to include all terms and requirements imposed by laws related to the performance of the work on the project or services.

This is not an exclusive contract to provide services or materials to the County and Towns and is not a guarantee for a specific quantity or value of contracted tradesperson services. The County and Towns reserve the right to contract for similar services or materials with other contractors at their sole discretion. Pre-existing contracts will not be voided by this agreement.

All individual projects covered in this bid must be estimated to be under \$50,000.00 for services (labor). As per MA General Law Chapter 149 and 30,39m, services (labor) estimated to cost over that amount may not be quoted and awarded under this trades person contract.

Awarded contractors are expected to follow all guidelines for contractors for each Town regarding invoicing and access to property.

## **28. Contractor's Responsibilities**

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the

contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of work. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

Contractor shall provide competent, suitably qualified personnel to perform the work as required by the contract documents. Contractor shall always maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all work at the site shall be performed during regular working hours, and contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without a Town's written consent.

If any aspect of a project is to be sub contracted it must be so noted within your response. Include the name of the sub-contractors and qualifications.

All materials and equipment incorporated in the work under the specifications shall be new, first class and in accordance with the RFQ documents. All replacement parts, components or devices shall meet state code and be warranted by the manufacturer specifications as compatible. All workmanship must be performed by persons qualified in their respective trades and warranted for one year. Work not conforming to these warranties shall be deemed unacceptable and shall not be paid. If the awarding authority is providing any of the equipment or materials, it will be clearly stated in the request for quote. If required by the County or Town, contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, the County or Town shall not be responsible for monitoring contractor's compliance with any Laws or Regulations.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

all employees on the work and other persons and organizations who may be affected thereby:

all the work and materials and equipment to be incorporated there in, whether in storage on or off the site; and

other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of work

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (examples: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines) having jurisdiction for the safety of persons or property

or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by contractor, any sub-contractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the County, any Towns or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of contractor). Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

***Permits***

Contractor is responsible for obtaining and submitting all required permits from any Federal, State or Local Agency. Contractors are responsible for payment of all permits. Eligible entities will not pay for permits of any kind unless specifically noted in the individual quotes.

***No Pre-Payments***

Contractor must not request any form of pre-payments by the town in form of partial payments or scheduled maintenance agreements. Eligible entities will not pay contractor until services is completed in a satisfactory manner and signed off by eligible entity.

***No Minimum Charge***

Contractors are paid only for hours worked on location. Labor charges begin at job location and end at job location. Towns will not pay for any additional labor charges for time away from job location.

***No Additional Charges***

Contractors are not allowed to charge for permits, set-up, cleaning, freight, shipping, quotes, travel, transportation, delivery, commuting, fuel, energy, insurance, meals, lodging, and/or incidental fees. No surcharges will be allowed throughout the duration of contracts.

***Warranty and Guarantee; Tests and Inspection; Correction, Removal or Acceptance of Defective Work***

Contractor warrants and guarantees to the County and the Towns that all work will be in accordance with the contract documents and will not be defective. Prompt notice of all defects shall be given to contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

The County's or Town's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing.

CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give each Town timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall furnish written information to each Town stating the original sources of all materials manufactured away from the actual site of the work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks in advance of the incorporation in the Work of any such materials.

If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of a specific Town, it must, if requested by that Town, be uncovered for observation.

Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given that Town timely notice of CONTRACTOR'S intention to cover the same and that Town has not acted with reasonable promptness in response to such notice.

Neither observations by the County or a Town, nor inspection, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the work in accordance with the Contract Documents.

If within one (1) year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be DEFECTIVE, CONTRACTOR shall promptly, without cost to the Town and in accordance with Town's written instructions, either correct such DEFECTIVE work, or, if it has been rejected by the Town remove it from the site and replace it with NONDEFECTIVE work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the DEFECTIVE work corrected or the rejected work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before completion of all the work, the correction period for that item may start to run from an earlier date if so, provided in the specifications or by written amendment.

***Work Schedule***

The Contractor shall commence work when requested by the Town or County, as indicated in the specifications for each trade. It is intended that the contractor shall accomplish the majority of the work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the Town or County, as in the case of emergencies. Standard hours of work shall be Monday – Friday, 7:00 am until 5:30PM unless otherwise specified in each individual blanket contract award by the quote process.

The contractor shall promptly start and continue actual work under this Contract with the necessary equipment to properly execute and complete this contract in the specified time. No cessation of

contractor's operations will be allowed without the approval of the Town or County. The rate of progress shall be satisfactory to that Town and the County. The contractor shall furnish to the Town a schedule for the work.

***Cleanup***

It is the contractor's responsibility to clean up the work area upon completion of task and remove from the premises any rubbish, which may have come about as a result of completing the task. Cleanup shall be done daily.

All materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items.

**29. Performance and other Bonds**

Payment bonds are required for work over \$25,000.00. Each successful Bidder shall supply the required Payment Bond to each municipality for which they are awarded a contract as the result of a quote process as required by MA General Law Chapter 149 and Chapter 30, 39m. Specific bonding requirements by each awarding authority user under this blanket contract shall state their specific requirements in the quote request.

**30. Prevailing Wage and OSHA Requirements**

Contractors on all construction projects must comply with the Prevailing Wage Rates for the appropriate classification of work. (Prevailing wage rates attached for this RFQ, county and municipalities will provide specific current prevailing wages for each project quoted under the blanket contract). Certified payroll records reports must be submitted to the Town where the work was performed on a weekly basis. Certified Payrolls must be submitted before payment is made.

Any bidder submitting a bid in response to this Invitation for Bids shall certify, under penalties of perjury as follows

- that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work:
- that all employees 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.

Any employee found on a worksite 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. OSHA

certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

The County and Towns shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the County and Towns, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.

The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification.

**31. Rolling Enrollment Bid**

Once the tradesperson blanket award has been made to establish the list of qualified firms, the bid may be reopened annually for new submittals for a 3-week duration during the term of the contract including all options, if exercised. Any new firms that submitted and are approved shall be added to the list of qualified firms approved for use under the Tradesperson Agreement.

**END OF RFQ**

**Attachment A**  
**Geographic Location**

Bidders are to indicate on their bid form which geographical area they are bidding on as indicated below. When bidding on a geographical location, the bidder agrees to provide their services in those locations.

|                                       |   |
|---------------------------------------|---|
| <b><u>Location A Upper Cape</u></b> – | <b>Bourne</b><br><b>Falmouth</b><br><b>Mashpee</b><br><b>Sandwich</b>     |
| <b><u>Location B Mid-Cape</u></b> –   | <b>Barnstable</b><br><b>Yarmouth</b><br><b>Dennis</b>                     |
| <b><u>Location C Lower Cape</u></b> – | <b>Brewster</b><br><b>Harwich</b><br><b>Chatham</b><br><b>Orleans</b>     |
| <b><u>Location D Outer Cape</u></b> – | <b>Eastham</b><br><b>Wellfleet</b><br><b>Truro</b><br><b>Provincetown</b> |
| <b><u>Location E Nantucket</u></b> –  | <b>Nantucket County</b>   |

**ATTACHMENT B**  
**CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature of Individual Signing  
Bid, or Corporate Officer:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Social Security Number  
Or Federal Identification Number:** \_\_\_\_\_

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

Any person or corporation which fails to execute this document  
will be considered a non-responsive bidder  
and will be rejected pursuant to MGL Chapter 149.

**ATTACHMENT C  
REFERENCE FORM**

Bidder must supply a list of all work completed within the last five years. This list shall include a description of the project, date work began, and date work completed, contact information for the contracting officer and jurisdiction, and the name of the bonding company that issued the bonds for the project.

**PROJECT NAME/DESCRIPTION:** \_\_\_\_\_ **\$ VALUE:** \_\_\_\_\_

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

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**PROJECT NAME/DESCRIPTION:** \_\_\_\_\_ **\$ VALUE:** \_\_\_\_\_

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

-----

**PROJECT NAME/DESCRIPTION:** \_\_\_\_\_ **\$ VALUE:** \_\_\_\_\_

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

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**PROJECT NAME/DESCRIPTION:** \_\_\_\_\_ **\$ VALUE:** \_\_\_\_\_

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

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attach additional sheets if necessary

**ATTACHMENT D:**  
**CERTIFICATION**  
**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law Chapter 30, Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000. the Contractor hereby certifies to the following:

(a) (1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) 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 (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 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.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

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

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

**Fax:** \_\_\_\_\_

**ATTACHMENT E**

**BARNSTABLE COUNTY – TRADESPERSON BLANKET BID**

**TRADE SUMMARY SHEET**

**(ONE FORM TO BE COMPLETED PER TRADE CATEGORY YOU ARE SUBMITTING TO BE QUALIFIED FOR)**

**TRADE CATEGORY:**

**# \_\_\_\_\_ CATEGORY NAME \_\_\_\_\_ (Both from list on page 3):**

**General Description of services you provide:**

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**FIRM NAME: \_\_\_\_\_ DATE: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**  
Mailing/Street Town State Zip Code

**Estimating/Sales Representative:**

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Direct Phone Number:** \_\_\_\_\_

**TRADE/PROFESSIONAL LICENSES HELD (include copies):** \_\_\_\_\_

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**GENERAL LIST OF SERVICES YOU PROVIDE:**

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**BIDDER ACKNOWLEDGES ADDENDUM(S):** \_\_\_\_\_

**OSHA CERTIFICATION (attached):**  Yes  No (required for Construction) **Service only:**  Yes  No

**CERTIFICATE OF NON COLLUSION (attached):**  Yes  No

**TAX CERTIFICATION (attached):**  Yes  No

**PROOF OF INSURANCE (see page 8 for requirements) (attached certificate):**  Yes  No

**NAME AND ADDRESS OF BONDING COMPANY:** \_\_\_\_\_

**Minority and Woman Owned Business Certification (Massachusetts):**  MBE  WBE  Other \_\_\_\_\_

(include copy of certification with this form)

**Note:** Contractors are not required to be certified. This is for tracking purposes only.

**OSHA VIOLATIONS IN THE PAST THREE YEARS:**  No  Yes **Please provide details:** \_\_\_\_\_

**HAVE YOU DEFAULTED ON A CONTRACT DURING THE PAST THREE YEARS:**  No  Yes **Please provide details:** \_\_\_\_\_

**ARE YOU CURRENTLY DEBARRED FROM ANY STATE OR FEDERAL CONTRACTS:**  No  Yes **Please provide details:** \_\_\_\_\_

**REGISTERED WITH THE SECRETARY OF STATE TO DO BUSINESS IN MASSACHUSETTS:**  Yes  No

(Include screen print of the Secretary of State website with certification registration information or other proof of registration)

**Date:** \_\_\_\_\_ **Name of Submitting Contractor:** \_\_\_\_\_

**YEARS IN BUSINESS** \_\_\_\_\_ **Years (Minimum 5 years) (for trade category submitting for)**

**BARNSTABLE COUNTY REGION(S) YOU WILL SERVICE: (SEE ATTACHMENT A FOR TOWNS INCLUDED)**

**Location A Upper Cape**  **Yes**  **No**

**Location B Mid-Cape**  **Yes**  **No**

**Location C Lower Cape**  **Yes**  **No**

**Location D Outer Cape**  **Yes**  **No**

**Location E Nantucket**  **Yes**  **No**

**By:** \_\_\_\_\_  
(Authorized Signature) (Print Name)

**Name & Title of Person Signing Bid:** \_\_\_\_\_

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

**City, State, Zip Code:** \_\_\_\_\_

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

**Fax:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_