



REQUEST FOR BIDS
August 10th, 2020

(1.) The Martha's Vineyard Land Bank Commission is seeking a contractor who can perform the following service(s):

Winterization Upgrades to the Mai Fane House
906 State Rd, Vineyard Haven MA



The Mai Fane House is a 2,606 sqft historical residential structure located in Vineyard Haven on the Tisbury Meadow Preserve. The Martha's Vineyard Land Bank Commission seeks to upgrade the structure to allow for winter habitation of staff.

The building appears to have been built as a single family home, added onto in the typical New England farm style, with additions dating from various decades in the last century.

SUBMISSION OF BID DUE: **Friday, September 18th, 2020.**

The Scope of Work is as follows:

Overall Goal: Winterize and increase energy efficiency of the building envelope to allow for year-round habitation.

This should include, but not necessary be limited to:

- *Window replacement*
- *Building sill repair and replacement as needed*
- *Thorough inspection, cleaning, weather sealing of basement and crawl spaces*
- *Update all electrical and wiring to meet contemporary code*
- *Update all plumbing to meet contemporary code and needs for all season use*
- *Install electric mini-split system as needed to adequately heat for all-season use*
- *Insulation of attic and ceiling spaces*
- *Seal chimney to maintain a tight building envelope*
- *Seal and/or replace doors and openings to maintain weathertightness*
- *Adequately replace all insulation throughout the structure (walls, ceilings, floors) to improve energy efficiency*
- *Repair cedar shingle siding as needed*
- *Repair exterior parts of the structure to protect and prolong life of building*

Windows Rough Opening Size List:

31" x 54" (10 units)

58" x 42"

36" x 46"

120" x 58" (triple unit fixed picture frame center)

48" x 48" (2 units)

35.5" x 18" Basement

20.5" x 11.5"

24" x 43"

28" x 55"

25" x 42"

35" x 17"

26" x 40"

Doors

2'6" x 6'8" (door)

2'8" x 6'4" (door)

Siding measurement: 15 square cedar shingles

Exterior trim measurements:

Corner Boards; 150'

Rake Boards; 100'

Soffit; 170

Fascia; 170'

Rain Throw; 270'

Other Project Notes:

- Utilize Massachusetts Energy Assessment through Mass Save as prudent to help offset the cost of energy efficiency aspects of the project.
- Contractor is responsible for all permitting and safety requirements to meet local and state codes and laws.
- Contractor is responsible for assessing and abating, if required, any asbestos or lead in the structure.
- It is the contractor's responsibility to adequately house any staff or crew required for completion of the project.

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, and date of project.

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 BIDS:

Bids shall be submitted on the "BID RESPONSE FORM" (provided as Addendum 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 Bid sum expressed in words and the quote sum expressed in figures, the words shall control.

Date and time for receipt of Bid is set forth on page 6 under "BID PROCESS". 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.

BID PROCESS

SUBMISSION: Bids should be submitted on the “BID RESPONSE FORM” provided (ADDENDUM 3) as a print copy to the Martha’s Vineyard Land Bank Commission (MVLBC) in a package plainly marked “Mai Fane Project”, on or before 10:00AM, **Friday, September 18th, 2020.**

The Tax Compliance Certification and Certificate of Non-Collusion (ADDENDUM 4) must be included with the bid response. They are provided in this Bid Package. They must be signed by an authorized individual.

In addition a bid deposit may be required (please refer to ADDENDUM 1)

Please also include: **expected project duration: when you will undertake the work and how long the project will take for completion.**

If sending via email: send to: ian.peach@vineyardlandbank.com

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

QUESTIONS: Questions concerning this Bid Package must be submitted in writing to: Ian Tucker Peach, Land Superintendent, ian.peach@vineyardlandbank.com.

CHANGES: If any changes are made to this Bid Package, an addendum will be issued. Addenda will be mailed, emailed or faxed to all contractors on record as having received the Bid Package.

AWARD DATE: Award typically 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 bids under review until the following MVLBC meeting.

EVALUATION: The land bank commission staff shall evaluate the bids and make recommendations to the commission as to which is the most advantageous, from the perspective of both price and utility. The land bank commission shall vote to select the winning proposal using the following evaluation criteria: [a] responsibility and measure of responsiveness, as indicators of professionalism and reputation; b] references, if any; and [c] best price. Given the above criteria, the winning proposal may not necessarily be the one with the lowest price.

RIGHT TO REJECT: The land bank commission reserves the right to reject any and all bids when such rejection is in its 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 land bank commission does not obligate itself to accept the lowest or any bid.

The MVLBC reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.

The MVLBC will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the MVLBC.

Responders must be willing to enter into the MVLBC standard form contract that will include the Scope of Services description and Additional Information section of this Bid Package.

The bid, 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.

ADDENDUM 1:**TAX EXEMPTION****OSHA REQUIREMENT****BID DEPOSIT****PAYMENT BOND****TAX EXEMPTION**

Purchases by the Martha's Vineyard Land Bank are exempt from federal, state, and municipal sales and/or excise taxes. The Bidder shall not include in this bid 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.

OSHA

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 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 shall take effect on July 1, 2006.

BID DEPOSIT

If the Bid is \$25,000 or more, Bidders must submit a five percent (5%) bid deposit with their bids. The bid deposit may be in the form of a certified, treasurer's or cashier's check from a responsible bank or trust company payable to the Martha's Vineyard Land Bank or a bid bond from a surety company.

PAYMENT BOND

If the Bid is \$25,000 or more, the winning bidder or Contractor must furnish a payment bond from a surety company in the amount of at least 50% of the contract price to guarantee payment to material suppliers and/or subcontractors in the event the general contractor fails to pay the material suppliers and/or subcontractors.

ADDENDUM 2:**PREVAILING WAGE**

Pursuant to Massachusetts General Laws, chapter 149, section 26 and 27, the Division of Occupational Safety has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful bidder 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 bidder or a subcontractor. The wage rates must be updated annually.

Payroll records must be kept by the successful bidder for all persons employed on the project. Refer to : Weekly Payroll Records Report and Statement of Compliance. 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 Martha's Vineyard Land Bank office for each week of work performed at Tisbury Meadow Preserve.

Refer to: <https://www.mass.gov/service-details/prevailing-wage-for-contractors> for more information.

WEEKLY PAYROLL RECORDS REPORT STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149 27B, a true and accurate record must be kept for all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at ww.mass.gov/dol/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the statement of Compliance form. The certified payroll records must be submitted either by regular mail or by email to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or email, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

I, _____, _____
(Name if signatory party) Title

Do hereby state:

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

_____ on the _____
(Contractor) Project

And that all laborers employed on said project have been paid in accordance with wages determined under the provisions of section twenty-six and twenty-seven of chapter one hundred and forty nine of General Laws.

Signature: _____

Date: _____

ADDENDUM 4:**TAX COMPLIANCE CERTIFICATION
CERTIFICATE OF NON-COLLUSION****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 MVLBC 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**