

COUNTY OF DUKES COUNTY, MASSACHUSETTS  
OFFICE OF THE COUNTY MANAGER  
INVITATION FOR BIDS  
Issued May 21, 2014

**Dukes County Courthouse Painting**

The County of Dukes County invites sealed bids for "**Dukes County Courthouse Painting**" located at 81 Main Street, Edgartown, MA 02539. Information and details of bidding requirements will be available during normal business hours beginning Wednesday May 21, 2014 at the Office of the County Manager, Dukes County Administration Building, 9 Airport Road, Edgartown, MA 02539.

Sealed bids will be received at the Office of the County Manager, Dukes County Administration Building, 9 Airport Road, Edgartown, MA 02539 until 2:00 **PM, Thursday June 5, 2014** at which date and time they will be publicly opened and read aloud at the Dukes County Administration Building Meeting Room, 9 Airport Road, Edgartown, MA 02539.

Bids are subject to the provisions of M.G.L. Chapter 149. Wages are subject to minimum wage rates as per M.G.L. Chapter 149, Section 26-27H as amended. The right is reserved by the County of Dukes County to reject or accept any or all bids if it is in the public interest to do so.

Martina Thornton,  
Dukes County Manager

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**PART 1. GENERAL BID INFORMATION:**

**1.01 Introduction**

The County of Dukes County (hereinafter the "County"), acting through its County Manager invites highly qualified Bidders to submit sealed bids to prepare and paint the exterior of the Dukes County Courthouse.

**1.02 Proposed Contract Term**

The County invites sealed bids for the "**Dukes County Courthouse Painting.**" It is anticipated that all work will be substantially complete on or before September 30, 2014 and that final inspection and acceptance in accordance with the terms and conditions described in the Invitation to Bid will occur on or before that date. The successful Bidder must enter into the Form Agreement prepared by the County, or a contract in substantially similar format.

**1.03 Pre-Bid Conference and Requests for Interpretation**

There will be no pre-bid conference for this project. Prospective bidders are encouraged to visit the site to view existing conditions.

Bidders may raise questions or request interpretation of the specifications regarding the scope of work to be performed or any details of the bid process. No oral interpretations will be accepted, and only written responses by the County will be considered valid in interpreting any details of this procurement. Questions must be sent in writing by e-mail to [manager@dukescounty.org](mailto:manager@dukescounty.org) by Friday May 30, 2014 at 2:00PM. Questions are to be clearly labeled in the subject field as "Dukes County Courthouse Painting". Requests properly presented that in the opinion of the County require interpretation, correction, or change in the Bid Documents shall result in an issuance of an Addendum to the Bid Documents. Such addendum shall subsequently become part of the contract. Any addenda will be e-mailed to all bidders on record as having received the bid package. If no e-mail is provided by a bidder on record, then the addenda will be mailed by USPS. All addenda are required to be acknowledged in the bid package submission.

**1.04 Bid Submission**

All bids shall be submitted to the Office of the County Manager, Dukes County Administration Building, 9 Airport Road, PO Box 190, Edgartown, MA 02539. Each bid shall be sealed in an envelope on which is clearly indicated: "**Dukes County Courthouse Painting,**" **due 2:00 PM, Thursday June 5, 2014.** Bids will be opened publicly and read aloud at that time at the Dukes County Administration Building Meeting Room, 9 Airport Road, Edgartown, MA 02539. Bidders shall submit insurance and bond certificates, validated current coverage in accordance with "Attachment A" at the time of bid submission. Bids received at the Office of the County Manager after the time of opening of the bids designated in the Invitation for Bids will be returned to the bidder unopened.

**1.05 Bid Form**

All bids must be made on the attached bid forms (A-F).

Bids shall be firm for the duration of the contract. No mid-year adjustments will be allowed. Fuel surcharges or vehicle charges or adjustments will not be allowed. Payment for materials and/or service will be made only after satisfactory performance of all requirements of the specification and upon approval by the Dukes County Manager or his designee. The County reserves the right to accept or reject any or all bids, wholly or in part, and to make the award in the best interest of the County.

### **1.06 Bond Requirements**

#### **PERFORMANCE BOND**

The Performance Bond shall be with a surety company satisfactory to the County and shall accompany signed contract returned to the County at the time of award. The Performance Bond shall be in the amount of fifty percent (50%) of the contract price.

The cost of the Performance Bond shall be included in the Contract bid amount.

#### **LABOR AND MATERIALS BOND (PAYMENT BOND):**

a) Pursuant to M.G.L. c. 149, section 29, the selected Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the County, in an amount of fifty percent (50%) of the total Contract price for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed. The payment bond shall be on the form provided by the County.

b) It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the OWNER to the CONTRACTOR shall in no way void, release or affect the liability and surety on the bond given by the CONTRACTOR.

### **1.07 Insurance Requirement**

All bids must include evidence of insurance coverage indicating coverage for general liability, property damage, and workers' compensation as outlined in "Attachment A". At the time of award the selected bidder must produce Insurance Certificates, and must include the County of Dukes County as additionally insured. The selected Bidder shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed on site of this project, in a manner and to the extent provided by Chapter 152 of the General Laws, and shall provide the County with written evidence showing compliance with this statute at the time of award.

The selected Bidder shall indemnify and save the County harmless from and against all claims, suits, damages, and outlays resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation under this agreement.

### **1.08 OSHA Training**

The Bidder shall certify that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (Chapter 306 of the Acts of 2004).

### **1.09 DCAM Certification**

DCAM Certification as a General Contractor for this project is not required.

### **1.10 Statement of Compliance**

The Statement of Compliance shall be signed stating that persons employed by the award recipient are paid in accordance with the provisions of M.G.L c. 149, sections 26 through 27H.

The selected Bidder will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies there under, or its claim thereto without the previous written consent of the County.

### **1.11 Prevailing Wage Rates**

The listing of CLASSIFICATIONS AND PREVAILING WAGE RATES as determined by the Commissioner of Labor and Industries under provisions of Section 26 and 27H, Chapter 149 of the General Laws as amended, are attached herewith and are made part of the Contract Documents.

The Contractor and all Subcontractors shall comply with the requirements of Chapter 149 of the General laws, Commonwealth of Massachusetts, Section 26 and 27D inclusive, as amended.

It is the obligation of the Contractor to assure that the Contractor and all of its subcontractors comply with the requirements of the Massachusetts Prevailing Wage Law, M.G.L. c. 149, sections 26 - 27H. The Contractor shall be responsible for all loss, cost, and damage suffered or incurred by the Owner as a result of any stop work order or other enforcement action taken by the Attorney General under the authority of M.G.L. c. 149, s. 27, and shall release, indemnify, hold harmless and defend the County, from and against all claims, actions, suits, fines, or administrative proceedings arising out of or related to the violation by the Contractor or any subcontractor of the said Prevailing Wage Law (or, in the case of the Contractor's defense obligation, the claimed violation thereof).

Prevailing Wage Rates for this work as set forth in the contract documents have been established in accordance with the requirements of Chapter 149, section 26 - 27H inclusive as amended under the Provisions of the Massachusetts General Law. See Attachment B for Prevailing Wage Rates Sheet.

### **1.12 Bid Deposit**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid. They shall be made payable to the County of Dukes County and shall be in the form of certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

### **1.13 Duration of Bid Prices**

All bids are to remain valid for 30 days after the opening of the bids.

### **1.14 Contractor Selection**

The County will review all bids, and will select the lowest responsible and eligible Bidder which has submitted its required bid information, to be in the best interest of the County.

The County reserves the right to waive any informality in or to reject any or all Bids if it is in the public interest to do so.

Upon Bidder selection, the County will send to the selected Bidder two (2) copies of the contract (sample attached - Attachment A) to be executed by the Bidder and returned to the County with the appropriate insurance certificates and required bonds. The County will then counter execute the two (2) contracts and return one complete contract to the Bidder.

### **1.15 General Safety, Licenses & Performance**

Contractor is responsible for securing any and all permits required to perform this work.

All work will be done in accordance with the bid documents, applicable industry standards, codes, and regulations and/or manufacturer's specifications.

Contractor is responsible for providing adequate safety measures during the work to ensure protection of life and property.

The contractor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required by the County under the Commonwealth of Massachusetts regulations, including license to remove lead paint and handling other hazardous materials as necessary. Fire details are required for all work performed that requires an open flame on or within an occupied building.

All bidders must furnish proof or a minimum of five (5) continuous years in business on Bid Form F.

The contractor shall be-informed that there is a thirty (30) day cancellation clause in this contract for improper service. Complaints not rectified within a reasonable length of time from the day of notice as determined by the County may cause the County to notify the contractor by registered or certified mail that the contract will be cancelled thirty days from the date of the letter.

Any defective workmanship shown to be caused by improper or faulty installation shall cause the Contractor to correct, repair, and/or replace all materials and labor at no cost to the County. The Contractor will warrant that all workmanship shall be first class and shall be performed by persons qualified and licensed for that specific job.

#### **1.16 Invoices and Reporting**

Upon verification that the work has been completed, invoices must be sent to the County, Office of the County Manager, 9 Airport Road, P.O. Box 190, Edgartown, MA 02539.

Any additional work that is performed as a part of this agreement must be approved by the appropriate County authority. The absence of approval from the appropriate County authority will be considered a violation of this contract.

#### **1.17 Site Maintenance and Inspection**

The selected contractor will be responsible for maintaining the work site in a safe and orderly fashion on a daily basis. The contractor is responsible for the proper securing of all items associated with the project, including but not limited to debris, tools, material, scaffolding, ladders, etc. The contractor is responsible for the removal and disposal of all debris and materials generated from this project.

### **PART 2. SCOPE OF WORK:**

Exterior Painting of Dukes County Courthouse, 81 Main Street, Edgartown, MA 02539

The contractor will furnish all materials, equipment and labor to perform all required work at the designated site. The County will provide the Contractor with Sales Tax Exemption Certificate to be used for obtaining materials for this job. All materials to be used according to manufacturer's recommendations.

Protect adjoining plantings, surfaces, grounds and paved areas from paint spills and other damage. Any County buildings, grounds and surrounding property damaged by the selected contractor will be restored to its original state, at the cost to the selected contractor.

The selected contractor will work in cooperation with the County and the Courthouse personnel to assure continuous operation of the Dukes County Courthouse. At no time will there be egress blocked off preventing building occupants access to and from the building.

## **Specifications**

Exterior preparation and painting of all trim, including roof trim (wood and masonry); exterior window trim on all smaller size windows; metal surfaces and masonry on top and bottom of the big double hang windows, all white columns, entrances including doors and door trim (with the exception of the front side entrance door itself by the handicap ramp - that door will be replaced by Owner).

1. Wash and clean all surfaces before beginning to paint to remove dirt, algae, and mildew.
2. Prepare all surfaces for paint by removing all loose, flaking, peeling, bubbling, cracking and deteriorated existing paint by using scrapers and belt sanders as needed. Repair or replace all rotted and deteriorated substrates to receive new paint. Repair and re-caulk all joints, seams, voids, and gaps to help keep property sealed against exterior moisture and internal heat loss before painting. Where old caulking is loose or cracked, dig out and apply new caulking.
3. Apply oil based exterior wood primer on bare wood areas and rust prohibitive exterior primer on metal surfaces.
4. Apply two coats of high quality latex finish exterior paint – Benjamin Moore Aura Exterior Paint (or approved equal). Front entrance doors to be painted with Benjamin Moore Grant Entrance High-Gloss finish (or approved equal). Paint colors to match existing. Use of extra mildewcide packets should be added to paint.
5. Clean up.

Quotes should include labor and all top quality materials.

**BID FORM A**

Dukes County Courthouse Painting

A. Total Fixed Price for all work as outlined in the Scope of Services

\$ \_\_\_\_\_

Bidder Information:

Bid Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BID FORM B**

Dukes County Courthouse Painting

Authentication

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, he/she shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: \_\_\_\_\_

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

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

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

Contact Person: \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

## **BID FORM C**

### Commonwealth of Massachusetts Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29F of chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

#### TAX COMPLIANCE CERTIFICATION

Pursuant to MGL c. 62C, section 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.

Signature of Individual Submitting Bid: \_\_\_\_\_

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

Name of Business: \_\_\_\_\_

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

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

Social Security Number or Federal TIN: \_\_\_\_\_

Approval of a contract or other agreement will not be granted unless this certification form is signed by the applicant.

Your Social Security Number or Federal TIN will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The County is required to furnish a list to the DOR at the end of the fiscal year, showing the vendors to whom more than \$5,000 is paid during a 12 month period ending December 31. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, c. 62C, section 49a.

**BID FORM D**

Certification of Compliance  
MGL c. 30, section 39S  
Public Construction More than \$10,000

I certify under pains and penalties of perjury that:

1. The Contractor 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. 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 ("OSHA") 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 OSHA that is at least 10 hours in duration.

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

\_\_\_\_\_  
(Print Name of Authorized Rep. of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Rep. of Bidder)

\_\_\_\_\_  
(Company Name)

**BID FORM E**

(Complete only if necessary)  
Certificate of Corporate Authority

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full corporate name)

2. corporation, and that \_\_\_\_\_  
(insert name of officer who signed contract and bonds)

3. is duly elected \_\_\_\_\_  
(insert title of officer in line #2)

4. of said corporation, and that on \_\_\_\_\_  
(insert date that is on or before the date officer  
signed the contract and bonds)

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert name from line 2) (insert title from line 3)

Of this corporation be and hereby is authorized to execute contracts and bonds in the name of and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. Attest: \_\_\_\_\_  
(Signature of Clerk or Secretary)\*

Affix Corporate Seal:

7. Name: \_\_\_\_\_  
(Print or type name from line #6)

8. Date: \_\_\_\_\_  
(insert date that is on or after the date  
the officer signed the contract and bonds)

\*The name and signature inserted in lines 6 and 7 must be that of the Clerk or Secretary of the Corporation.

**BID FORM F**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred (\*) items. This information will be used by the County for the purpose of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

\*1. Firm Name: \_\_\_\_\_

\*2. When Organized: \_\_\_\_\_

\*3. Incorporated [     ] yes [     ] no Date and State of Incorporation: \_\_\_\_\_

\*4. List all contracts currently on hand, showing contract amount and anticipated date of completion:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*5. Have you ever failed to complete a contract awarded to you?

[ ] yes [ ] no

If yes, where and why?

\_\_\_\_\_

\*6. Have you ever defaulted on a contract? [ ] yes [ ] no

If yes, provide details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*7. List your vehicles and/or equipment available for this contract:

\_\_\_\_\_

\*8. In the space following, provide information regarding contracts completed by your firm similar in nature to the project being bid. A minimum of four (4) contracts should be listed. Publicly bid contracts are preferred, but not mandatory.

Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

City/State: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_

Publicly Bid?             yes             no

Type of Work: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Contact Person's Relation to Project: \_\_\_\_\_  
(ie. Contract manager, purchasing agent, etc.)

Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

City/State: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_

Publicly Bid?             yes             no

Type of Work: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Contact Person's Relation to Project: \_\_\_\_\_  
(ie. Contract manager, purchasing agent, etc.)

Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

City/State: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_

Publicly Bid?             yes             no

Type of Work: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Contact Person's Relation to Project: \_\_\_\_\_  
(ie. Contract manager, purchasing agent, etc.)

Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

City/State: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Date Completed: \_\_\_\_\_

Publicly Bid?             yes             no

Type of Work: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Contact Person's Relation to Project: \_\_\_\_\_  
(ie. Contract manager, purchasing agent, etc.)

\*9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County in verification of recitals comprising this statement of Bidder's qualifications and experience.

Date: \_\_\_\_\_ Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Attachment A**  
**County of Dukes County**

INSURANCE REQUIREMENTS

**A. Worker's Compensation and Employer's Liability Insurance**

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149 § 34A, including both statutory lines and Coverage B with a 500/500/1,000 limit of liability.

**B. Comprehensive General Liability Insurance**

Coverage for Bodily Injury and Property Damage as follows:

Limits of Liability

<b>Bodily Injury</b>	\$1 Million each person \$1 Million each occurrence \$2 Million aggregate
<b>Property Damage</b>	\$1 Million each occurrence \$2 Million aggregate

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Contractor himself with his own employees; "premises operations" line.
2. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.

**C. Owner's Protective Liability Insurance**

The Contractor shall take out and furnish to the Certificates of Insurance naming the County of Dukes County as additional insured as their interest may appear and maintain during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

**D. Comprehensive Automobile Liability Insurance**

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage Combined single limit of \$1 Million. The insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

**E. General Requirements for All Lines of Insurance to be Furnished**

All policies shall be written so the County shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by FAX not later than twenty (20) days prior to the effective date of such cancellation or amendment. If the initial policy/policies expire prior to the completion of the work, renewal certificates shall be promptly filed with the Town for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.