

TOWN OF DANVERS  
MASSACHUSETTS

Purchasing Department

Procurement Policies and  
Procedures

March 2017

## **Part I: Overview**

### **A. Introduction**

The objective of the Town of Danvers Purchasing Department is to ensure that all procurements and dispositions made by the Town of Danvers are made in compliance with state law and local ordinances and that the Town is procuring supplies, services and real property at the best possible value. In addition, we want to make the procurement process as simple and efficient as possible for our employees.

We developed and are sharing these procurement policies and procedures in order to outline the procurement process for all Town employees; define the roles of the Purchasing Department and the Town Departments; and ensure that purchases and contracts are solicited, awarded and administered properly, uniformly, efficiently, and cost effectively.

In **Part I** we discuss generally the different purchasing laws including which laws apply to which projects and the values and requirements associated therewith. In **Part II** we detail the steps necessary to undertake a competitive procurement including preparing and issuing a solicitation and reviewing and evaluating responses. **Part III** herein covers awarding and executing contracts procured consistent with **Part II**. **Part IV** details the requisition and purchase order process for all procurements. **Part V** addresses change orders, amendments, and extensions and **Part VI** covers emergency procurements. You should contact the Purchasing Department with any purchasing related questions.

**Please note that Town Meeting approval is required for any contract with a term of longer than three (3) years.**

**Additional rules may apply for procurements involving federal funds. Please consult with the Purchasing Department regarding any such transactions.**

### **B. Procurement Laws: Applicability and Thresholds**

Most procurements will fall into one of two categories: (1) Supplies, Services and Real Property or (2) Public Construction. Below is a discussion of the laws applicable to each such procurement:

#### **Section 1: Supplies, Services and Real Property (G.L. c. 30B)**

M.G.L. c. 30B applies to the procurement (buying, leasing, and otherwise receiving) of all supplies and services; disposition of surplus supplies; and the acquisition and disposition of real property, unless an exemption applies (see e. below).

**a. M.G.L. c. 30B dollar thresholds:**

Dollar Thresholds	Statutory Requirements
\$0-9,999	<p>Use sound business practices ensuring the receipt of a favorable price by periodically soliciting price lists or quotes.</p> <p>No advertising or notice requirements.</p> <p>Purchase from the responsible person offering the best price.</p>
\$10,000-\$50,000	<p>Use a written purchase description to solicit written quotations from no fewer than 3 persons who customarily provide the supply or service.</p> <p>No advertising or notice requirements.</p> <p>A written contract is required and must be awarded to the responsible person offering the needed quality of supply or service at the lowest price quoted.</p>
Over \$50,000	<p>Sealed competitive bidding (IFB §5 / RFP §6)</p> <p>Post notice on the bulletin board by the Accounting Department in Town Hall, and at least two weeks before bids or proposals are due, publish in a newspaper, and on COMMBUYS.</p> <p>A written contract is required.</p> <p>For §5- sealed bids- award to responsive and responsible bidder offering best price.</p> <p>For §6- RFP- award to the responsive and responsible person who makes the most advantageous proposal taking into consideration price and non-price proposals.</p>
\$100,000+	<p>In addition to the requirements for purchases over \$50,000 you must also advertise in the Goods and Services Bulletin at least two weeks before responses are due.</p>

## **b. Supplies**

Supplies are defined as, "all property, other than real property, including equipment, materials and printing and services incidental to delivery, conveyance and installation of such property."

Surplus supplies are those items which are no longer needed by any Town department. In order to dispose of unwanted items, the Department must first offer the item(s) to all other Town Departments via email. If no other Department has a need for the item(s), a written request must be submitted to the Purchasing Department for approval. If approved, the Purchasing Department will assist with the disposal.

For supplies with a resale or salvage value greater than \$10,000 either a sealed bid or public auction process must be used. The Town has partnered with Municibid to auction surplus items.

## **c. Services**

Services are defined as, "the furnishing of labor, time or effort by a contractor." Collective bargaining and employment agreements (where the town withholds taxes) as well as agreements to secure grants are not considered services for procurement purposes. Depending on the project, some services fall under M.G.L. c. 30 §39M (horizontal or public works projects) or M.G.L. c. 149 (vertical or building projects) instead of c. 30B. Both c. 30 §39M and c. 149 are discussed herein below in Section 2. If you are unsure about the nature of the services you intend to procure, please consult the Purchasing Department.

Designer construction services relative to projects that cost more than \$100,000 and where the design fee is more than \$10,000 are governed by M.G.L. c. 7C §§ 44-57. Please consult the Purchasing Department about such projects before beginning the procurement.

## **d. Real Property**

Any agreement to rent, convey or otherwise acquire or dispose of an interest in real property including, a lease, right of way or easement, is subject to Chapter 30B § 16. The process relative to real property differs from procuring supplies and services. You must consult with the Purchasing Department before beginning any procurement or disposition of real property.

## **e. M.G.L. c 30B Exemptions**

Attached as Appendix A is a list Contracts Exempt from c. 30B (directly from the manual prepared by the IG's office). **If a Department believes that a procurement that they intend to make is exempt from Chapter 30B; that Department must contact the Purchasing Director in advance of the procurement to ensure that the exemption applies.**

## **f. Collective Purchasing**

Chapter 30B permits local jurisdictions to purchase goods and services under certain collective purchasing contracts. **Prior approval by the Purchasing Director is required before any Department begins a Collective Purchase.**

### **i. Statewide Contract Purchases**

The Operational Services Division (OSD) awards a variety of statewide contracts that local jurisdictions may use without conducting a separate Chapter 30B procurement process. You can search for and review statewide contracts at <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/buy-from-a-state-contract/statewide-contract-user-guides.html>. If a Department intends to purchase from a statewide contract, that Department must provide the Purchasing Department with a valid statewide contract number prior to beginning the procurement. Every statewide contract is different- some require requesting and/or receiving multiple quotes. Moreover, statewide contracts change from time to time, so departments must review the relevant statewide contract before beginning each new procurement.

### **ii. Cooperative Purchases**

Departments may purchase supplies from contracts that have already been procured by an in-state or out-of-state political subdivision, unit or political subdivisions, or federal or state agency, as long as the contract was procured in a manner that constitutes full and open competition. Departments must consult with the Purchasing Department before beginning a cooperative purchasing procurement.

## **g. Sole-Source Procurements**

A "sole-source" procurement is a procurement conducted without advertising or competition. In order to make a sole-source procurement, the Department must conduct a reasonable investigation and determine that there is only one practicable source for the required supply or service. The Department must provide the Purchasing Department with documentation explaining this determination prior to beginning the procurement.

Sole-source procurements for supplies and services valued at over \$50,000 are not allowed unless the Department is procuring: software maintenance, library books or educational materials or from a regulated utility.

**Section 2: Public Construction**

Public construction procurements fall into one of two subcategories (a) Building Construction and (b) Public Works (non-building) construction.

**a. Building Construction**

M.G.L. c. 149 (vertical construction) governs all contracts for the construction, reconstruction, installation, demolition, maintenance, or repair of a building, unless the work falls under one of the following exceptions:

- i. A sewer or water supply building, whose sole function is to house pumps and related equipment (subject to c. 30 §39M) or
- ii. Energy-saving improvements to public buildings (subject to c. 25A)

A “building” is generally considered to be "a structure with walls and a roof." Building maintenance and repair includes: painting, plumbing repair, elevator maintenance, asbestos removal, boiler maintenance and security system maintenance.

**iii. M.G.L. c. 149 dollar thresholds:**

Dollar Threshold	Statutory Requirements
\$0-9,999	Sound business practices and payment of prevailing wages.
\$10,000 to \$50,000	Use a written scope of work to solicit written responses from no fewer than 3 people who customarily perform such work.  Post a notice at least <b>two weeks</b> before responses are due on the Town website and on the bulletin board by the Accounting Department in Town Hall and in Commbuys and the Central Register.  Verify required OSHA Training.  Pay prevailing wages.  Collect a 50% payment bond for contracts over \$25,000.
Over \$50,000 to \$150,000	Solicit sealed bids.  Post a notice at least <b>one week</b> before responses are due on the Town website and the bulletin board by the Accounting Department in Town Hall and for at least <b>two weeks</b> in a newspaper, Commbuys and the Central Register.

	<p>Verify required OSHA Training.</p> <p>Pay prevailing wages.</p> <p>Obtain a 5% bid deposit and collect a 50% payment bond</p>
Over \$150,000	<p>Solicit sealed bids.</p> <p>Post a notice at least <b>one week</b> before responses are due on the Town website and the bulletin board by the Accounting Department in Town Hall and for at least <b>two weeks</b> in a newspaper, Commbuys and the Central Register.</p> <p>General bidders must be DCAMM certified if the project is more than \$150,00 and filed sub-bidders are more than \$25,000.</p> <p>Verify required OSHA Training.</p> <p>Pay prevailing wages.</p> <p>Obtain a 5% bid deposit (total value or sub-bid) and collect 100% payment and performance bonds.</p> <p>Complete contractor evaluation.</p> <p>Prequalification is optional- if used follow the over \$10,000,000 process</p>
Over \$10,000,000	<p>Solicit statements of qualification prior to soliciting sealed bids.</p> <p>Advertise the request for qualifications for at least <b>two weeks</b> in a newspaper, Central Register and Commbuys.</p> <p>General bidders must be DCAMM certified if the project is more than \$150,00 and filed sub-bidders are more than \$25,000.</p> <p>Verify required OSHA Training.</p> <p>Pay prevailing wages.</p> <p>Obtain a 5% bid deposit (total value or sub-bid) and collect 100% payment and performance bonds.</p> <p>Complete contractor evaluation.</p>

**b. Public Works (non-building) Construction**

M.G.L. c. 30 §39M governs all contracts for construction, reconstruction, alteration, remodeling, or repair that do not include work on a public building. This type of work is generally called "horizontal construction" and includes: construction and repair of roads, bridges, water mains and sewers, and improvement to public land such as public parks, outdoor swimming pools and parking lots.

**i. M.G.L. c. 30 §39M dollar thresholds:**

Dollar Threshold	Statutory Requirements
Under \$10,000	Sound business practices and payment of prevailing wages.
\$10,000-\$50,000	<p>Use a written scope of work to solicit written responses from no fewer than 3 people who customarily perform such work.</p> <p>Post a notice at least <b>two weeks</b> before responses are due on the Town website and the bulletin board by the Accounting Department in Town Hall and in Commbuys and the Central Register.</p> <p>Verify required OSHA Training.</p> <p>Pay prevailing wages.</p> <p>Collect a 50% payment bond for contracts over \$25,000.</p>
Alternative method for projects under \$50,000- follow C. 30B §5	<p>Sealed bids.</p> <p>Post a notice at least <b>two weeks</b> before responses are due on the Town website and the bulletin board by the Accounting Department in Town Hall and in a newspaper, Commbuys and the Central Register.</p> <p>Verify required OSHA Training.</p> <p>Collect a 50% payment bond for contracts over \$25,000.</p> <p>Pay prevailing wages.</p>

Over \$50,000	<p>Solicit sealed bids.</p> <p>Post a notice at least <b>one week</b> before responses are due on the Town website and the bulletin board by the Accounting Department in Town Hall and for at least <b>two weeks</b> in a newspaper, Commbuys and the Central Register.</p> <p>Verify required OSHA Training.</p> <p>Pay prevailing wages.</p> <p>Obtain a 5% bid deposit and collect a 50% payment bond.</p> <p>Prequalification is required for work on state roads or if state funds per G.L. c. 90 § 34 are paying for the project.</p>
---------------	--

**Part II: Using Sealed Bids and RFP's**

This section applies to the procurement of a supply, service, parcel of real property, public works or construction project valued at over \$50,000.

The following section outlines the procedures and responsibilities of the Purchasing Department and your Department in regards to preparing, issuing, receiving, awarding and administering such competitively procured contracts.

**A. Preparing the Solicitation**

**Section 1: Department Responsibilities**

To initiate a competitive bidding process, the requesting Department shall provide the following to the Purchasing Department in Microsoft Word, along with a general description of the procurement:

**a. Request for Proposals Justification (if applicable)**

A Department that is interested in more than just price may want to use the Request for Proposal (“RFP”) process rather than an Invitation for Bids process for supply or service contracts. That Department must provide the Purchasing Director with written documentation outlining specific reasons why an Invitation for Bids is not being used prior to beginning the procurement.

**b. Estimated Value**

The Department must provide the Purchasing Director with an estimated value of the procurement so that the Purchasing Director may assist in determining/verify which procedures, as outlined in Part I above, apply.

**c. Minimum Requirements**

The written description of the procurement should contain any requirements that a bidder or proposer would absolutely have to meet in order to be considered. For example, certain licenses, time requirements, access to equipment or a minimum amount of experience in would be considered minimum requirements.

**d. Product Description/Scope of Services**

**i. Product Description**

Purchase Descriptions are typically used for the procurement of supplies. List or describe any supply in sufficient detail for vendors to understand what is being requested. Depending on the complexity of the item this may require particulars regarding size, dimension, quality, performance and warranties.

**i. Scope of Services**

A Scope of Services is a comprehensive description of any services required. This should include the details of the task, the personnel, material and resources required. An example would be, "All floors must be swept to remove visible dirt and debris."

**j. Terms and Conditions**

This should include any delivery terms, a schedule for performance, the term of the contract (and any option to renew), or any other terms or conditions the Department would like to include.

**k. Purchasing Responsibilities**

The Purchasing Department will review the documentation provided by the Department and request any further information.

The Purchasing Department will prepare the complete solicitation documents, incorporating the information provided by the Department and ensuring compliance with the applicable Massachusetts procurement law. The Purchasing Department will then provide a draft of the solicitation to the Department for review and comment.

If necessary, the Purchasing Department will request a prevailing wage rate sheet to attach to the solicitation. The prevailing wage law requires contractors performing work for any public construction project to pay prevailing wages, which are special minimum wages established by the Department of Labor Standards (DOLS)

## **B. ISSUING THE SOLICITATION**

### **1. Department Responsibilities**

Once the solicitation is complete, the Department may wish to reach out to vendors it knows can provide the supply, service or work required and alert that vendor as to when the solicitation will be available.

Once the solicitation has been made available, vendors often ask questions. Questions must be submitted to the Purchasing Director in writing. The Purchasing Director will then contact the Department and request a written response which the Purchasing Director will convert into addenda issued to all vendors on record.

### **2. Purchasing Responsibilities**

The Purchasing Department will be responsible for ensuring that proper public notice of the solicitation is made. The Purchasing Department will also post the solicitation on the Town of Danvers website, make hard copies available as requested and maintain a record of all vendors who have downloaded or picked up the solicitation. Any questions from potential contractors must be directed to the Purchasing Director. The Purchasing Director will forward the questions to the Department for answers. If necessary, the Purchasing Department will prepare and issue addenda to potential contractors.

## **C. RECEIVING AND EVALUATING RESPONSES**

### **1. Department Responsibilities**

#### **a. Invitation for Bids**

If the solicitation conducted was an Invitation for Bids, the Department will be responsible for reviewing the submitted bids and determining if the bid is responsive to the Invitation for Bids. Any deviation from the Invitation for Bids must be noted as it may disqualify a bid.

#### **b. Request for Proposals**

The Department shall be responsible for forming an evaluation committee. The evaluation committee shall be responsible for reviewing and ranking the non-price proposals. The Purchasing Director may assist, or be a member of the evaluation committee if necessary. The evaluation committee must prepare a written explanation of its ranking and why the selected proposer is the most advantageous.

## **2. Purchasing Responsibilities**

### **a. Invitation for Bids**

The Purchasing Department shall receive all bids in response to an Invitation for Bids. At the time and date scheduled for the bid opening, the Purchasing Department shall open, read aloud and prepare a bid tabulation sheet, of the results. The Purchasing Department will then turn the bids over to the Department for evaluation as described above.

### **b. Request for Proposals**

The Purchasing Department shall receive all proposals in response to a Request for Proposals. At the time and date scheduled, the Purchasing Department shall open the non-price proposals and create a register of proposals. The Purchasing Department will then turn over the non-price proposals to the Department for the evaluation described above. Once the Purchasing Director receives the written description of the ranking, the Purchasing Director shall open the price proposals.

## **D. LATE AND TIED BIDS**

A late bid or proposal is one that is delivered after the due date and time. If a bid or proposal is late, it must be rejected as non-responsive. Similarly, a correction or modification delivered after the due date and time may not be accepted and the bid should be evaluated as it was at the due date and time.

If bids are tied, the Town must use a tie-breaking procedure that is simple, fair and objective, such as a coin toss. In the alternative, the Town may elect to conduct a "second heat" where vendors are informed of the tie and asked to submit a second price by a certain date and time.

## **Part III: Awarding and Executing Contracts**

The Department must ensure that funds are properly appropriated before a contract is executed.

Once the Vendor/Contractor (lowest responsive and responsible bidder, most advantageous proposer, lowest quote, etc.) has been identified the Purchasing Department is available to help the Department draft the contract. The contract number shall coincide the applicable Bid or Proposal, or if no Bids or Proposals were solicited, the contract shall be the number of the Purchase Order created by the Department to pay the vendor.

Whenever possible, Departments should use the standard Town of Danvers Contract, a copy of which is available from the Purchasing Department. If the Vendor/Contractor is supplying the contract, the Department shall arrange for the vendor to email the contract to the Purchasing Department in Microsoft Word so that it may be adapted to the Town format.

The contract will then be turned over to Town Counsel for review of its form. Town Counsel will return the four (4) copies of the contract to the Purchasing Department.

The Purchasing Department will prepare a 'Notice of Intent to Award' and send it along with the four (4) copies of the contract to the chosen Vendor/Contractor.

When the contracts are returned to the Purchasing Department, along with any applicable Certificates or Bonds required, the Purchasing Department will then route the contract for the remaining Town officials to sign.

One copy of the fully executed contract shall be returned to the Vendor/ Contractor along with a 'Notice to Proceed. One copy shall remain on file with the Office of the Purchasing Director, one copy will be provided to the Department and one copy to be placed on file.

Once the contract has been executed, the Department shall enter a requisition for a purchase order in the Contract amount, prior to the selected vendor beginning work (unless a Requisition was already entered as part of step 2).

The Department is responsible for monitoring the progress of the contract.

Any amendments, change orders, or extensions must be initiated by the Department and approved by the Purchasing Director (as discussed in Part V).

The Purchasing Department shall maintain a record of current contracts and notify the Department when the Contract is set to expire.

#### **Part IV: Requisitions and Purchase Orders**

##### **A. Requisitions**

Every purchase Before a Requisition can be input, the vendor's information must be added to the Admins system. The Accounting Department can assist any Department that requests entry of a new vendor in the system. In order to do so the Department must send to the Accounting Department a copy of the vendor's W-9 form. Before requesting that a vendor be added, please ensure that their information is not already in the system. Vendors **WILL NOT** be added without a valid Social Security or Federal Tax Identification Number.

##### **1. Requisition Entry**

Before a purchase can be made, the Department must complete a Requisition. In order for the Requisition to be approved there is certain information that must be included, as discussed below:

In the Item Description line of the Requisition page enter a basic one or two-word description of the item or service to be purchased, for example, "Landscaping Services" or

"Office Supplies." You can use the Internal Notes section of the Requisition page to add additional pertinent information.

If the Requisition is being made pursuant to a contract already in place, please follow that description with a dash and the Contract Number. If the Contract was awarded based on a bid or proposal please list the bid or proposal number. If the Requisition is being made pursuant to a statewide contract, please enter the statewide contract number, for example, FAC59. Use a similar procedure for purchases from any cooperative purchasing groups such as MHEC.

If the Requisition is being made pursuant to a quotes process, follow the description with a dash and the word "QUOTES". When quotes were solicited, please attach copies of the written purchase description or scope of work and either PDF copies of the Quotes or a Microsoft Word or Microsoft Excel document with the names of the three quotes and the amounts of the quotes.

## **2. Requisition Approval**

A Requisition must be released by the authorized user before it may be approved. All Requisition approvals shall be made by the Department Head, unless the Purchasing Director has delegated that authority to another Town employee.

## **B. PURCHASE ORDERS**

Once a Requisition has been approved, it can then be converted into a Purchase Order. The selected assistant within each Department is primarily responsible for converting approved Requisitions into Purchase Orders. Purchase Orders are then sent on to a level two and level three approvers within their Department before moving on to the Purchasing Department and then Accounting for final approval, printing and distribution to Department.

A Vendor **SHALL NOT** furnish any work or supplies prior to the receipt of a valid Purchase Order. Any service or supply provided, without a valid Purchase Order may be deemed unlawful and may preclude payment.

## **Part V. Change Orders, Amendments and Extensions**

### **A. Change Orders**

#### **1. Change Orders Pursuant to C. 149 and C. 30 §39M**

There is no statutory limit on change orders for public construction projects. However, relevant case law suggests that change orders for any given project should not exceed 20-30% of the original contract price. 'Change Order Forms' are also available from the Purchasing Department.

The contractor requesting the change order must supply the Purchasing Director with a written explanation of why the change is necessary, along with a detailed cost breakdown of the proposed change.

Before submitting the change order to the Purchasing Director, the Department must ensure that:

- The change order is necessary;
- The requested increase in value or time extension is accurate; and
- **The work or supplies proposed in the change order were not already covered by the initial agreement**

The Department shall be responsible for entering a Requisition for the changed amount.

## **2. Contract Increases Pursuant to Chapter 30B**

Change orders for contracts relating to supplies and services are not permitted under Massachusetts General Law Chapter 30B. Chapter 30B does allow for an increase in the quantity of a supply or service provided if the following conditions are met:

- The unit prices remain the same or less;
- The Purchasing Director documents in writing that an increase is necessary to fulfill the actual needs of the local jurisdiction and is more economical and practical. than awarding another contract;
- The parties agree to the increase in writing; and
- The cost of the increase does not exceed 25% of the total contract price.

Contracts for the purchase of gasoline, fuel, fuel oil, road salt and other snow control supplies are not subject to the 25% limit, but are subject to the first three conditions.

## **B. AMENDMENTS**

Should a Department seek to amend a current contract, the Department must send a request to the Purchasing Director via email, explaining the need for the Amendment. The Departments Director shall prepare the Amendment documents and send them to the Purchasing Director for review. The amendment will then be sent to the contractor for signatures. Once returned, the amendment will be signed by the remaining town officials. One copy of the fully executed amendment shall be returned to the contractor, one shall remain in the Purchasing Department, one shall be returned to the Department and one shall be placed in their file.

## **C. EXTENSIONS**

If a department seeks to extend a current contract, the Department must send a request to the Purchasing Department via email. The Purchasing Department will ensure that an extension

is allowed pursuant to the terms of the original contract, and then prepare a Notice of Extension. The 'Notice of Extension' shall be mailed to the contractor for approval and signatures.

## **PART VI: EMERGENCY PROCUREMENTS**

**Notice of all emergency procurements must be published in the goods and services bulletin.**

### **A. SUPPLIES AND SERVICES PROCUREMENTS UNDER M.G.L. c. 30B**

If the time required to fully comply with a Chapter 30B requirement would, “endanger the health or safety of the people or their property,” the Chief Procurement Office may make an emergency procurement. The procurement must comply with the law to the extent possible. For example, if the supply or service is between \$10,000 and \$50,000, the department may solicit two quotes instead of three or for a supply or service \$50,000 or over, they may solicit quotes instead of issuing a bid, or shorten the advertising period. However, it is important to note that this only applies to the procurement of services or supplies needed to meet the emergency.

When a Department must make an emergency procurement, they must submit a record of the item that documents the basis for determining that an emergency exists; name of the vendor(s), state the amount of the contract; and list supplies or services purchased.

Departments may not artificially create an emergency by postponing normal purchases. Invoking the Emergency procedures in the absence of a genuine emergency could invalidate the contract.

### **B. BUILDING CONSTRUCTION PROCUREMENTS UNDER M.G.L. c. 149**

For M.G.L. Chapter 149 projects, a department may dispense with the normal bidding procedures for work needed to, “preserve the health or safety of people or property, or alleviate an imminent security threat.”

The prior approval of DCAMM (Division of Capital Asset Management and Maintenance) is required. DCAMM may waive the public notice or public bidding requirements for the work. If the nature of emergency prevents prior approval, the Town may contract for the necessary work and seek subsequent approval from DCAMM, but if the request is denied the work must stop. Note that even if the waiver is granted, other requirements such as the payment of prevailing wages are still in force.

Although formal bidding may not be required, you should solicit as many informal quotations as possible under the circumstances.

**C. PUBLIC WORKS CONSTRUCTION UNDER M.G.L. c. 30 § 39M**

For M.G.L. Chapter 30, Section 39M projects you may only dispense with the normal bidding process in cases of, “extreme emergency caused by enemy attack sabotage, other such hostile actions or resulting from an imminent security threat, explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe.” Only the work necessary for "temporary repair and restoration to services of any and all public work in order to preserve health and safety of persons and property" may be performed under an emergency contract. This exception does not apply to permanent reconstruction, alteration, remodeling or repair.

As with Chapter 149, although formal bidding may not be required, you should still solicit as many informal quotes as possible under the circumstances.

If the item of service being procured falls under \$10,000, please do not label the procurement and Requisition as an emergency. If a procurement does exceed those thresholds, and is a true emergency please proceed as outlined above.

## **Attachment A**

### **G.L. c. 30B Exemptions**

## Appendix A: Contracts Exempt from Chapter 30B

The following contracts are exempt from the requirements of Chapter 30B.

1. Public construction contracts subject to the provisions of M.G.L. c. 30, § 39M; M.G.L. c. 25A, §§ 11C and 11I; or M.G.L. c. 149, §§ 44A-44J, inclusive. See M.G.L. c. 30B, § 1 (b)(1). See Chapter 9 for information on design and construction projects.
2. Public building design contracts subject to the provisions of M.G.L. c. 7C, §§ 44-57, inclusive. See M.G.L., c. 30B, § 1(b)(2). See Chapter 9 for information on design and construction projects.
3. Intergovernmental service agreements under the provisions of M.G.L. c. 40, § 4A. See M.G.L. c. 30B, § 1(b)(3).
4. Agreements with the Commonwealth, except subsection (i) of Section 16. See M.G.L. c. 30B, § 1(b)(4).
5. Contracts for the purchase of materials, under specifications of the Massachusetts Highway Department (now known as Massachusetts Department of Transportation Highway Division), and at prices established by the Department, pursuant to advertising and bidding for such purpose, in connection with work to be performed under the provisions of M.G.L. c. 81 or M.G.L. c. 90. See M.G.L. c. 30B, § 1(b)(5).
6. Contracts for the advertising of required notices. See M.G.L. c. 30B, § 1(b)(6).
7. An agreement between agencies, boards, commissions, authorities, departments or public instrumentalities of one city or town. See M.G.L. c. 30B, § 1(b)(7).
8. An agreement for the provision of special education pursuant to M.G.L. c. 71B and regulations promulgated pursuant thereto. See M.G.L. c. 30B, § 1(b)(8).  
*This exemption applies to direct services delivered to children with special needs, such as transportation, counseling or education under an individual education program, as well as to any supplies used by children with special needs as part of an individual educational program. Other supplies and services, however, are not exempt simply because they are procured by the special education department. For example, office supplies or computers to be used for office administration would not fall under this exemption.*
9. A contract to purchase supplies or services from, or to dispose of supplies to, any agency or instrumentality of the federal government, the Commonwealth or any of its political subdivisions, or to another state or its political subdivision. See M.G.L. c. 30B, § 1(b)(9).
10. The issuance of bonds, notes or securities in accordance with procedures established by law. See M.G.L. c. 30B, § 1(b)(10).



11. Contracts and investments made in connection with deferred compensation programs for employees in accordance with M.G.L. c. 35, §§ 57-57A or M.G.L. c. 44, §§ 67-67A. See M.G.L. c. 30B, § 1(b)(11).
12. A contract for the procurement of insurance or surety bonds, including an agreement subject to the provisions of M.G.L. c. 40M, § 1-16 or M.G.L. c. 152, §§ 25E-25U. See M.G.L. c. 30B, § 1(b)(12).

*The procurement of an insurance contract is exempt from Chapter 30B. Contracts for insurance-related services, however, are not exempt. You must follow Chapter 30B to procure insurance consulting, claims administration or third-party billing services.*
13. Contracts for the services of expert witnesses for use in an adjudicatory proceeding, litigation, or in anticipation of litigation. See M.G.L. c. 30B, § 1(b)(13).
14. Contracts or agreements entered into by a municipal gas or electric department governed by a municipal light board, as defined by M.G.L. c. 164 or by a municipal light commission, as defined by M.G.L. c. 164; provided, however, that any such board or commission may accept the provisions of this chapter by a majority vote of its members. See M.G.L. c. 30B, § 1(b)(14).
15. Contracts with labor relations representatives, lawyers or certified public accountants. See M.G.L. c. 30B, § 1(b)(15).

*This exemption applies only to services that could reasonably be restricted exclusively to labor relations representatives, lawyers or certified public accountants. Service contracts are not exempt from Chapter 30B simply because you select a labor relations representative, lawyer or certified public accountant to perform the service. For example, a contract to computerize your accounting system is subject to Chapter 30B even if you contract with a CPA firm for the work.*
16. Contracts with physicians, dentists and other health care individuals or persons (including nurses, nurses' assistants, medical and laboratory technicians); health care providers (including diagnosticians); social workers; psychiatric workers; and veterinarians. See M.G.L. c. 30B, § 1(b)(16).

*This exemption applies only to services that could reasonably be restricted exclusively to physicians, dentists and other health care individuals or entities. Other health care-related service contracts are not exempt from Chapter 30B simply because you select a physician, dentist or other health care individual to perform the service.*
17. A contract for snow plowing services. See M.G.L. c. 30B, § 1(b)(17).
18. A contract or lease by a governmental body of its boat slips, berths or moorings. See M.G.L. c. 30B, § 1(b)(18).
19. A contract for retirement board services. See M.G.L. c. 30B, § 1(b)(19).



20. A contract that is funded by proceeds derived from a gift to a governmental body or a trust established for the benefit of a governmental body. See M.G.L. c. 30B, § 1(b)(20).
  21. A contract for the towing and storage for motor vehicles. See M.G.L. c. 30B, § 1(b)(21).
  22. A contract to provide job-related training, educational or career development services to the employees of a governmental body. See M.G.L. c. 30B, § 1(b)(22).
  23. ~~A contract pursuant to which a governmental body obtains services from a bank, as defined in M.G.L. c. 167, § 1, subject to the maintenance of a compensating balance. See M.G.L. c. 30B, § 1(b)(23).~~
- Compensating balance contracts are also subject to the provisions of M.G.L. c. 44, § 53F, and rules established by the state Department of Revenue.*
24. A contract for ambulance service by a governmental body. See M.G.L. c. 30B, § 1(b)(24).
- The procurement of ambulances is subject to Chapter 30B.*
25. A contract to sell, lease or acquire residential, institutional, industrial or commercial real property by a public or quasi-public economic development agency or urban renewal agency engaged in the development and disposition of said real property in accordance with a plan approved by the appropriate authorizing authority. See M.G.L. c. 30B, § 1(b)(25).
  26. A contract for the collection of delinquent taxes or for the services of a deputy tax collector. See M.G.L. c. 30B, § 1(b)(26).
  27. Contracts or agreements entered into by a municipal hospital or a municipal department of health. See M.G.L. c. 30B, § 1(b)(27).
  28. Contracts entered into by a governmental body on behalf of a hospital owned by such governmental body where such contract is funded by expenditures from an operations account, so-called, or a special account, established pursuant to a special act that is maintained for the benefit of and designated with the name of such hospital. See M.G.L. c. 30B, § 1(b)(28).
  29. Contracts, agreements or leases entered into by a municipal airport commission established under the provisions of M.G.L. c. 90, § 51E, provided, however, that such contracts, agreements or leases apply to aviation uses or the sale of aviation fuel. See M.G.L. c. 30B, § 1(b)(29).
  30. A contract for the collection, transportation, receipt, processing or disposal of solid waste, recyclable materials or compostable materials. See M.G.L. c. 30B, § 1(b)(30).

*Hazardous waste contracts and sludge disposal contracts are not exempt.*



31. An agreement for photography services entered into by a public school. See M.G.L. c. 30B, § 1(b)(31).
32. Energy aggregation contracts entered into by a political subdivision of the Commonwealth for energy or energy-related services arranged or negotiated by such subdivision on behalf of its residents. See M.G.L. c. 30B, § 1(b)(32).
- 32A. Contracts with architects, engineers and related professionals. See M.G.L. c. 30B, § 1(b)(32A).
33. Energy contracts entered into by a city or town or group of cities or towns or political subdivisions of the Commonwealth, for energy or energy-related services; provided, however, that within 15 days of the signing of a contract for energy or energy related services by a city, town, political subdivision, or group of cities, towns or political subdivisions said city, town, political subdivision or group of cities, towns or political subdivisions shall submit to the department of public utilities, the department of energy resources, and the office of the inspector general a copy of the contract and a report of the process used to execute the contract; provided, further, that for any such contract determined to contain confidential information under subclause (s) of Section 7 of chapter 4, the governmental body shall instead maintain a record of the procurement processes and awards for 6 years after the date of the final payment. The governmental body shall make such records available to the inspector general upon request; provided, however, that the inspector general shall not disclose said information. See M.G.L. c. 30B, § 1(b)(33).  
*Appendix B of this manual contains form entitled Contracts for Energy and Energy-Related Services: Chapter 30B Compliance Form, which the Office developed to assist governmental bodies in complying with the above requirements.*
34. Contracts entered into between the Department of Public Health and regional emergency medical services councils pursuant to M.G.L. c. 111C, § 5. See M.G.L. c. 30B, § 1(b)(34).
35. Acquisitions by a city or town of real property or interests in real property for the purpose of community preservation and upon the recommendation of the community preservation committee are not subject to M.G.L. c. 30B, § 16. See M.G.L. c. 44B, § 5(f).



## **Attachment B**

### **Sample Evaluation Forms**



Record and Evaluation of Written Quotations				
Department:		Requisition No.:		
		P.O. No.:		
Purchase Description and Contract Terms:				
Quantities (check one):      Estimated <input type="checkbox"/> Actual <input type="checkbox"/>				
Quality Requirements:				
Vendors Contacted	Quantity	Unit Price	Total Price	Met Quality Requirements
Company 1:				Yes <input type="checkbox"/>
Contact Name				
Address				
Email				No <input type="checkbox"/>
Telephone				
Solicited by: _____ Date: _____				
Notes				
Company 2:				Yes <input type="checkbox"/>
Contact Name				
Address				
Email				No <input type="checkbox"/>
Telephone				
Solicited by: _____ Date: _____				
Notes				
Company 3:				Yes <input type="checkbox"/>
Contact Name				
Address				
Email				No <input type="checkbox"/>
Telephone				
Solicited by: _____ Date: _____				
Notes				
Recommendation:				
Name:		Signature:		
Department:		Date:		



**SAMPLE  
RFP EVALUATION FORM**

**PROPOSER:** \_\_\_\_\_ **EVALUATOR:** \_\_\_\_\_

Please assign a rating to each criterion and give a detailed reason for that rating.  
Please provide as much qualitative information as possible to assist the CPO in making  
an award decision.

**Ratings**

HA: Highly Advantageous    A: Advantageous  
NA: Not Advantageous      U: Unacceptable

**A. Experience** **Rating:** \_\_\_\_\_  
Reason:

---

---

---

---

---

**B. Ability to complete the scope of work** **Rating:** \_\_\_\_\_  
Reason:

---

---

---

---

---

**C. Operational plan** **Rating:** \_\_\_\_\_  
Reason:

---

---

---

---

---



**D. Professional qualifications**

**Rating:** \_\_\_\_\_

Reason:

---

---

---

---

---

**E. Other comments**

---

---

---

---

---

**COMPOSITE RATING**

After assigning a rating to each comparative criterion, you must assign a composite rating to each proposal and state in writing the reason for the rating. Please provide as much qualitative information as possible to assist the CPO in making an award decision.

**Composite Rating:** \_\_\_\_\_

Reason:

---

---

---

---

---

