

# AGENDA ITEM 8d

Authorizing the award of a contract to, and execution of a contract with, Grouper Marketing and Creative for Marketing Services for the Children's Cove for a period of July 1, 2019 through June 30, 2020 with the option to renew for two (2) additional one-year periods

## AGREEMENT BETWEEN

Barnstable County  
3195 Main Street  
Barnstable, MA 02630

and

St Peter Landscape, Inc.  
1749 Phinneys Lane  
Barnstable, MA 02630

THIS AGREEMENT is made this fifteenth day of March 2019 by and between St. Peter Landscape Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for General Landscaping at County Properties.

WHEREAS: The vendor was the responsive, responsible bidder offering the lowest prices for the Children's Cove and Farmhouse Cooperative Extension.

WHEREAS: The contract is awarded in accordance with Massachusetts General Law Chapter 30B

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated March 25, 2019 and the Contractor's proposal dated April 8, 2019 incorporated herein as Appendix A.
3. Time of Performance. May 1, 2019 through April 30, 2022.
4. Payment. Children's Cove - \$3621.25 per year  
Farmhouse/Cooperative Extension - \$1425.00 per year.

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period,

whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be

relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Attachment A".

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this fifteenth day of March in the year Two Thousand and Nineteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ronald Beaty

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

## Appendix A

COUNTY OF BARNSTABLE  
PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

**Elaine Davis**  
Chief Procurement Officer

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.org

**Invitation for Bids**

**Barnstable County is seeking sealed bids from qualified contractors to provide general landscaping services at County properties for a three-year period of May 1, 2019 through April 30, 2022.**

Bids 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 **April 9, 2019 at 2:30 PM.**  
**No exceptions allowed.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked "**Bid – Landscaping – 2019**"

**NOTE: One original and one (1) copy of each bid shall be submitted. NO faxed proposals will be accepted.**

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.

Dated at Barnstable, Massachusetts, this March 25, 2019.



Elaine Davis  
**Chief Procurement Officer**

## **COUNTY OF BARNSTABLE GENERAL LANDSCAPING SERVICES**

### **INSTRUCTIONS TO BIDDERS**

Barnstable County is soliciting sealed bids for general landscaping services at the County property located at 3195 Main Street, Route 6A, Barnstable, MA. Services include mowing, leaf removal, shrub trimming, fertilization and related services as below stated.

Bids must be submitted on the enclosed Bid Form (Attachment B) in a sealed envelope clearly labeled “**Bid – Landscaping - 2019**” and addressed to Elaine Davis, Chief Procurement Officer, Barnstable County Purchasing Department, 3195 Main Street, Barnstable, MA 02630. All bids must contain one original and two copies of the Certificate of Non-Collusion and Tax Compliance (Attachment A), Bid Form (Attachment B) and a minimum of three references (Attachment C). The deadline for receipt of bids is **April 9, 2019 at 2:30PM**. *No bid shall be considered if it arrives after the time set for the receipt of bids. No faxed copies will be accepted.*

The award will be made within thirty (30) calendar days of the bid opening or all bids shall be rejected. Extensions of time may be made by the mutual written consent of the County and the lowest responsible bidder. If the lowest bidder withdraws their bid, or refuses award of Contract, the County shall have the right to award the Contract to the next lowest responsible bidder or to reject all bids and re-bid the Contract.

If, at the time of the scheduled bid opening, County Offices are closed due to uncontrolled events, such as national or local disaster, fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 9:00AM on the next normal business day. In that case, bids will be accepted until that time.

Bidders are to bid on each location individually. It is not a requirement of this bid to bid on all locations.

The bidder shall sign the bid forms correctly. If an individual submits the bid, his/her complete business address shall be given in addition to his/her signature. If submitted by a firm or partnership, the signature and complete business address of each member of the firm or partnership must be given. If submitted by a corporation, the person signing the bid documents shall be duly authorized (e.g. an officer or other signatory) to sign for the corporation; the signing individual's certificate or authority to execute such papers shall accompany the bid documents.

It is the responsibility of every bidder who receives this bid electronically to check for any addenda or modification to this solicitation, if they intend to respond. Barnstable County accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document.

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.

### **CHANGES TO BID:**

If any changes are made to this Invitation for Bids, an addendum will be issued. Addenda will be emailed, faxed or mailed to all bidders of record. Bidders shall include a statement in their bid packages that they acknowledge receipt of all such clarifications and have incorporated them in their bids.

### **REQUEST FOR INFORMATION:**

All requests for information during the bidding period shall be in submitted writing to the County no later than **April 2, 2019**. Answers to all questions will be answered by addenda sent to all bidders of record. Bidders shall include a statement in their bid packages that they acknowledge receipt of all such clarifications and have incorporated them in their bids. Requests for Information shall be sent attention to:

Elaine Davis, Chief Procurement Officer

Barnstable County Purchasing Department  
PO Box 427, 3195 Main Street  
Barnstable, MA 02630  
FAX: (508) 362-4136  
Email: edav@barnstablecounty.org

**WITHDRAWAL OF BIDS:**

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. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County or fair competition. Minor informalities may be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clear 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 clear on the face of the bid document, but the intended correct bid is not similarly evident.

**REJECTION OF BIDS:**

The County reserves the right, at their sole discretion, to cancel this Invitation for Bids, or reject in whole or in part any and all bids. Bids may be rejected if they show any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind.

Bids must be submitted unconditionally. No bidder may withdraw bid within sixty (60) days after the scheduled closing time for receipt of bids.

**SCOPE OF SERVICES:**

The Contractor shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance for the highlighted the following locations for Barnstable County:

- Location 1: County Complex – 3195 Main St., Barnstable, MA
- Location 2: Children’s Cove – Barnstable, MA
- Location 3: Extension Office - 3675 Main St., Barnstable
- Location 4: Second District Courthouse – 237 Rock Harbor Rd., Orleans,

Services include mowing, leaf removal, shrub trimming, fertilization and related services.

*The lawn and landscaped areas must be maintained and serviced at the frequency and to the standards as detailed in the specifications below. Detailed maps are also attached to the specifications.*

**LOCATION 1: County Complex Plan A: (See Attachment D for map)**

**3195 Main St, Barnstable**

**Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

**Edging and Bed Preparation (Spring)**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch (specifically around the White House and Recycle Shed)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

Mulch areas (brown shredded hardwood only)

**Fall Clean-Up (Contingent on Funding)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

**Lawn Maintenance (May through mid-November)**

**Completed on Saturdays**

- Lawn areas at Superior Courthouse, Registry of Deeds building, Park and Island, White House and Health Lab shall be mowed on a weekly basis (Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance
- Weeding of area around Recycle Shed, weekly or on "as needed" basis. **All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit
- Weeding or mowing as needed in area along Railroad Avenue (south parking lot)

**Fertilization**

**Lawn areas at Superior Courthouse, Registry of Deeds building, Park & Island, White House and Health Lab**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** Balanced fertilizer with controlled release nitrogen, crabgrass

**Early Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July

**Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August

**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control.* August to October

**Fall:** Granular fertilizer with controlled release nitrogen, pelletized limestone October to December

**White Grub Control (May) - Superior Courthouse, Registry of Deeds, Park & Island Area, White House and Health Lab**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

**County Complex Plan B (see attached plan)**

**Parking Lot, First District Court, Public Safety Building, former House of Correction  
Innovation Building (Open Cape)**

**Lawn Maintenance (*May through mid-November*)**

**Completed on Saturdays**

- Lawn areas shall be mowed on a bi-weekly basis (estimated 15)  
Visits to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance
- A full site cleanup shall be performed at the conclusion of each visit

**Location 2: Children's Cove** (Attachment E)

Barnstable, MA

**Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

**Edging and Bed Preparation (*Spring*) AREA B**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

**Fall Clean-Up (*Contingent on Funding*)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

**Fertilization**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** *Balanced fertilizer with controlled release nitrogen, crabgrass*

**Early Summer:** *Balanced fertilizer with controlled release nitrogen,  
broadleaf weed control. Surface insect control. May to July*

**Summer:** *Balanced fertilizer with controlled release nitrogen,  
broadleaf weed control. Surface insect control. July to August*

**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white  
grub control and broadleaf weed control. Surface insect control.  
August to October*

**Fall:** *Granular fertilizer with controlled release nitrogen, pelletized limeston  
October to December*

### **White Grub Control (*May*)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

### **Lawn Maintenance (*May through mid-November*) - AREA A**

#### **Completed on Saturdays**

- Lawn areas shall be mowed on a weekly basis (Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance

#### **All clippings shall be removed – OFF SITE.**

- A full site cleanup shall be performed at the conclusion of each visit

### **Location 3: Extension Office (See Attachment F for map)**

3675 Main St., Barnstable

#### **Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

#### **Edging and Bed Preparation (*Spring*) - AREA B**

- All beds edged producing a clean sharp edge
- Beds weeded, graded, prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

#### **Fall Clean-Up (*Contingent on Funding*)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

#### **Fertilization**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May

**Early Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July

**Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August

**Early Fall:** Balanced fertilizer with controlled release nitrogen, plus white

grub control and broadleaf weed control. Surface insect control.  
August to October

**Fall:** Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

**White Grub Control (May)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

**Lawn Maintenance (May through mid-November) - AREA A**

- Lawn areas shall be mowed on a bi-weekly basis (Estimated 15 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance  
**All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit

**Location 4: Second District Courthouse** (See Attachment G for Map)  
237 Rock Harbor Road, Orleans

**Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

**Edging and Bed Preparation (Spring)**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

**Fall Clean-Up (Contingent on Funding)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

**Fertilization - AREA A**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** *Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May*

**Early Summer:** *Balanced fertilizer with controlled release nitrogen,*

broadleaf weed control. Surface insect control. May to July  
**Summer:** Balanced fertilizer with controlled release nitrogen,  
broadleaf weed control. Surface insect control. July to August  
**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white*  
grub control and broadleaf weed control. Surface insect control.  
August to October  
**Fall:** Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

**White Grub Control (May)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control or equal

**Lawn Maintenance**

**Completed on Saturdays**

- Lawn areas shall be mowed on a weekly basis  
(Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance  
**All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit

**CONTRACT TERM**

The period of this contract shall be for a three-year period year beginning May 1, 2019 through April 30, 2022.

**REFERENCES**

Bidder must supply a list of all work completed on similar projects within the last three years. This list shall include a description of the project, date work started and date work completed, contact information for the contracting officer and jurisdiction. Poor references may be a basis for determining that a contractor is not responsible. Reference questions will include but may not be limited to landscape maintenance quality and general customer satisfaction.

**RULE FOR AWARD:**

The County shall have the right to reject any or all bids or any parts thereof or items therein. Bidders are to bid on each location individually. It is not a requirement of this bid to bid on all locations. The bid will be awarded to the responsive, responsible bidder offering the lowest overall bid for each location.

**FAILURE TO EXECUTE CONTRACT:**

No bids or awards shall be considered binding upon the Owner unless and until the Contract documents are properly executed by both parties. If the lowest responsible bidder to whom the Contract is awarded fails to execute the Contract within the time specified, the bid shall be awarded to the next lowest bidder, or all bids will be rejected at the discretion of the awarding authority.

**CONTRACTOR QUALIFICATIONS:**

- The firm shall have **at least 3** years of experience in landscaping services in the Commonwealth of Massachusetts.
- The firm shall have successful experience, as indicated by satisfactory references, for maintenance of municipal grounds similar in size, scope of services and/or contract dollar value as the County of Barnstable.

- The firm must own or lease enough equipment to complete the tasks, in a timely and efficient manner. Bidders must have backup services in case of equipment breakdown.
- The firm must designate an employee representative who shall oversee and be responsible for the satisfactory completion of all work. Should this person be unsatisfactory or non responsive (in the sole determination of the Facilities Director) the Director may request that another responsible party be designated, and this request will be granted. The credentials and performance of any designee must be satisfactory to the Facilities Director.

**INSURANCE REQUIREMENTS:**

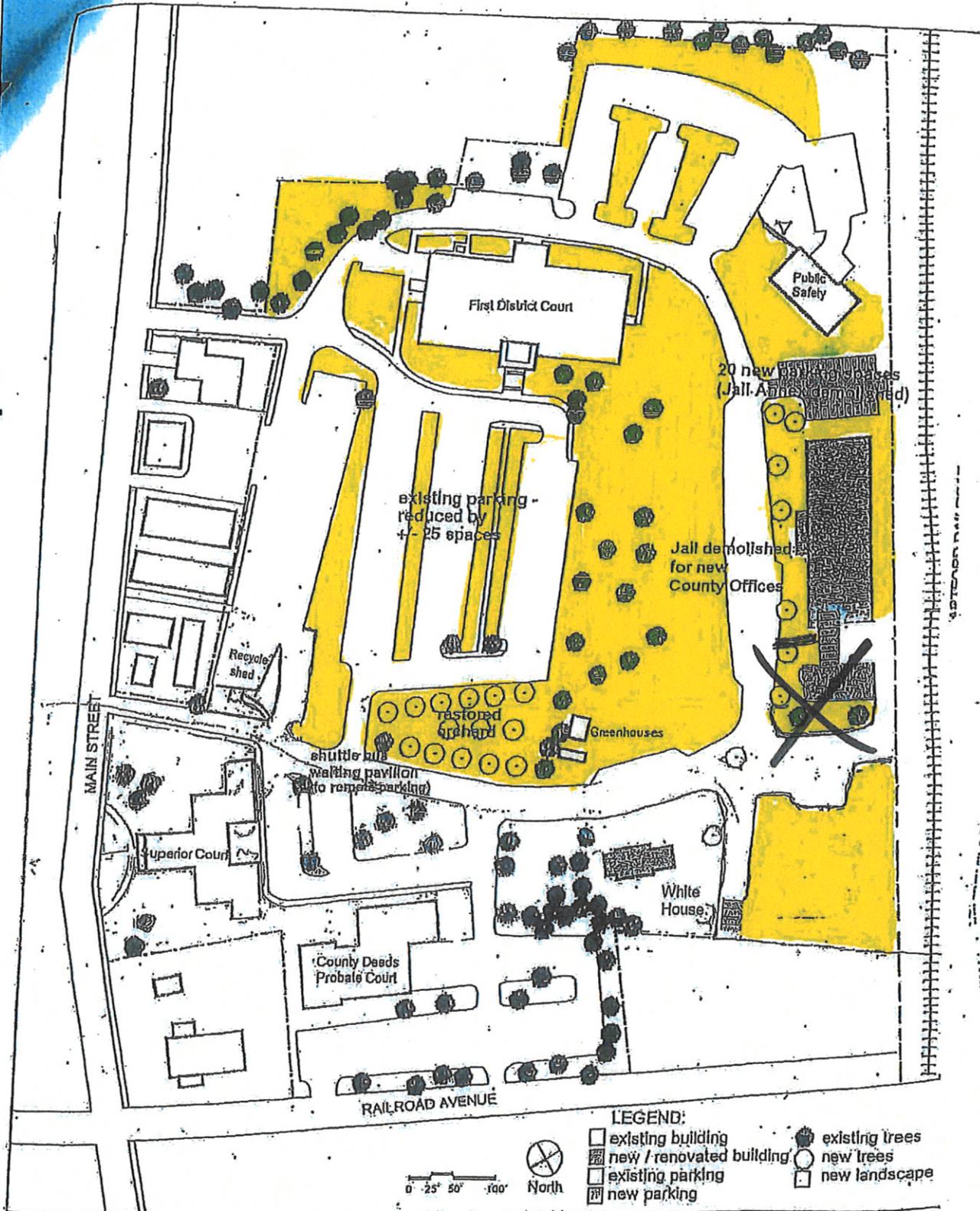
- A. Worker's Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefit laws.
- B. Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- C. Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

The County is not responsible for damaged equipment in any way, caused by site conditions.

**REQUIRED DOCUMENTS:**

- ATTACHMENT A: Completed and signed Certificate of Non-Collusion and Tax Compliance, *please use as the cover page for your bid.*
- ATTACHMENT B: List of all projects completed in the past three years which are of similar size and scope. References must include description of the project, dates of work and contact information for contracting officer or jurisdiction.
- ATTACHMENT C: Completed and signed bid form.

# PLAN "B"



Barnstable County Complex Masterplan



A - Mow  
 B - MULCH/Weed



**Town of Barnstable GIS Unit**  
 367 Main Street, Hyannis, MA 02601  
 508-862-4624  
 gis@town.barnstable.ma.us

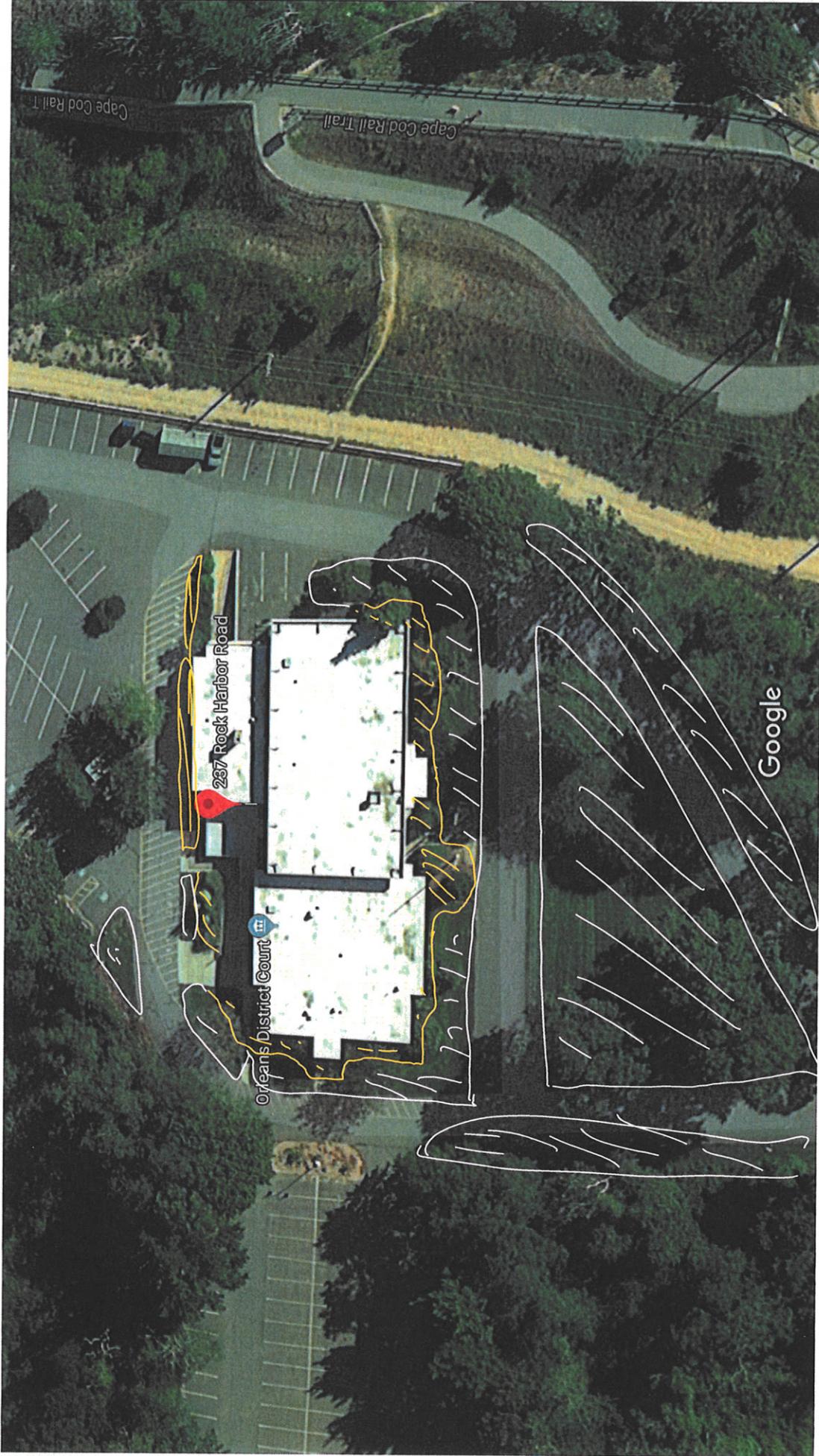
Parcel lines shown on this map are only graphic representations of Assessor's tax parcels. They are not true property boundaries and do not represent accurate relationships to physical objects on the map such as building locations.

This map is for illustration purposes only. It is not adequate for legal boundary determination or regulatory interpretation. This map does not represent an on-the-ground survey. It may be generalized, may not reflect current conditions, and may contain cartographic errors or omissions.

Map printed on: 4/27/2018  
 0 42 83 Feet  
 Approx. Scale: 1 inch = 42 feet

Attachment F  
Extension farmhouse  
3675 Main St.  
Barnstable





Attachment  
and District:  
237 Rock Harbor  
Orleans

Imagery ©2019 Google, Map data ©2019 Google 50 ft

Yellow shading indicates areas for weeding, pruning and mulch

White shading indicates mowed areas

**ATTACHMENT A**

**PLEASE USE THIS FORM AS THE COVER SHEET FOR YOUR BID**

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

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.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: St. Peter Landscape Inc.

Address: 1749 Phinneys Lane

Barnstable, MA 02630

**Signature of Individual Signing**

Bid, or Corporate Officer: Jacob St. Peter 

Telephone Number: 508-815-9056

**Social Security Number**

Or Federal Identification Number: 012-76-3140 (social)

Date: 4-8-19

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 30B.

**ATTACHMENT B: REFERENCE FORM**

Bidder: St. Peter Landscape Inc.

IFB Title: Barnstable County Landscaping Bid

**Bidder must provide references for:**

Bidder must submit a complete list of all current customers from whom they have supplied these materials for at least two (2) years, with contact names and telephone numbers.

Reference: Dr. Robert Kittredge Contact: Bob Kittredge  
Address: 154 Keveney Lane Phone: 508-362-6780, 508-364-7200  
Plymouth Port, MA 02675 Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided: May 2011 - present  
Weekly mowing  
Snow removal

Reference: Cheri Richardson Contact: Cheri  
Address: 143 Bayview Circle Phone: 480-720-6460 March 2017  
Osterville, MA 02655 Fax: \_\_\_\_\_ -present

Description and date(s) of supplies or services provided: Weekly mowing  
shrub removal, plant installation, mulch installation, loam + seed  
installation, fertilizing, fall clean up, pruning, edging

Reference: Richard and Laura Messina Contact: Rich  
Address: 28 Seavers Road Phone: 646-209-3159 May 2017 -  
Orleans, MA 02653 Fax: \_\_\_\_\_ present

Description and date(s) of supplies or services provided: Weekly mowing  
fertilizing, cobblestone and shell installation, mulch installation  
tree trimming, pruning, edging, core aeration, spring and  
fall clean up

attach additional sheets if necessary

Barnstable County Landscaping Bid 2019  
Attachment C, Location 1 - County Complex

Plan A (see attached plan)

PRICE

1 Spring Clean-Up

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

2000.00

2 Edging and Bed Preparation (Spring)

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch (specifically around the White House and Recycle Shed)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included
- Mulch areas (brown shredded hardwood only)

2000.00

3 Fall Clean-Up (Contingent on Funding)

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

2500.00

4 Lawn Maintenance (May through mid-November)  
Completed on Saturdays

- Lawn areas at Superior Courthouse, Registry of Deeds building, Park and Island, White House and Health Lab shall be mowed on a weekly basis (Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance
- Weeding of area around Recycle Shed, weekly or on "as needed" basis.
- **All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit
- Weeding or mowing as needed in area along Railroad Avenue (south parking lot)

Price Per Cut ~~200.00~~ 200.00  
Price per Cut X 30 = Lawn Maintenance ~~6000.00~~  
6,000.00

5 Fertilization

Lawn areas at Superior Courthouse, Registry of Deeds building, Park & Island, White House and Health Lab

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator
- **Early Spring:** Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May
- **Early Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July
- **Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August
- **Early Fall:** Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October

Barnstable County Landscaping Bid 2019  
Attachment C, Location 1 - County Complex

Fall: Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

Lawn Fertilization 5000.00

6 White Grub Control (May) - Superior Courthouse, Registry of Deeds, Park & Island Area,  
White House and Health Lab

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

1000.00

TOTAL Plan A  
(1+2+3+4+5+6) 18,500.00

Plan B (see attached plan)

Parking Lot, First District Court, Public Safety Building, former House of Correction  
Innovation Building (Open Cape)

Lawn Maintenance (May through mid-November)  
Completed on Saturdays

- Lawn areas shall be mowed on a bi-weekly basis (estimated 15) visits  
to a 2.0" - 2.5" height
- Clippings shall be removed - OFF SITE
- Lawn edges shall be trimmed to maintain neat appearance
- A full site cleanup shall be performed at the conclusion of each visit

Price Per Cut 600.00

Price per Cut X 15 = Lawn Maintenance, Plan B 9000.00

TOTAL LOCATION 1  
(Total Plan A + Total Lawn Maintenance, Plan B) 27,500.00

The County reserves the right to accept or reject any or all proposals should such action be deemed in it's best interest.

The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: St. Peter Landscape Inc.

Address: 1749 Phinneys Lane  
Barnstable, MA 02630

Telephone: 508-815-9056 Email: stpeterlandscape@yahoo.com

Signed by: Jacob St. Peter

**Barnstable County Landscaping Bid 2019**  
**Attachment C: Location 2 Children's Cove**

PRICE

**1 Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

250.00

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**2 Edging and Bed Preparation (Spring) AREA B**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

1681.25

~~1681.25~~

---

**3 Fall Clean-Up (Contingent on Funding)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

400.00

~~400.00~~

---

**4 Fertilization**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May

**Early Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July

**Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August

**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October*

**Fall:** Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

200.00

Lawn Fertilization

~~200.00~~

---

**5 White Grub Control (May)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

40.00

~~40.00~~

---

**6 Lawn Maintenance (May through mid-November) - AREA A**  
**Completed on Saturdays**

- Lawn areas shall be mowed on a weekly basis (Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance

Barnstable County Landscaping Bid 2019

Attachment C: Location 2 Children's Cove

All clippings shall be removed – OFF SITE.

A full site cleanup shall be performed at the conclusion of each visit

Price Per Cut	<u>35.00</u>	
Price Per Cut X weekly	(30)	<u>1050.00</u>
Total Location 2	(1+2+3+4+5+6)	<u>3621.25</u>

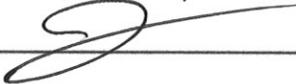
The County reserves the right to accept or reject any or all proposals should such action be deemed in it's best interest.

The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: St. Peter Landscape Inc.

Address: 1749 Phinneys Lane  
Barnstable, MA 02630

Telephone: 508-815-9056 Email: stpeterlandscape@yahoo.com

Signed by: Jacob St. Peter 

**Barnstable County Landscaping Bid 2019**  
**Attachment C: Location 3, Extension at the Farm**

**PLAN ATTACHED**

**PRICE**

**1 Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

250.00

**2 Edging and Bed Preparation (Spring) - AREA B**

- All beds edged producing a clean sharp edge
- Beds weeded, graded, prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

300.00

**3 Fall Clean-Up (Contingent on Funding)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

200.00

**4 Lawn Maintenance (May through mid-November) - AREA A**

- Lawn areas shall be mowed on a bi-weekly basis estimated 15 times (Estimated 15 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance
- **All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit

Price Per Cut 45.00  
Price Per cut X 15 675.00

**Total Lawn Maintenance Location 3**  
**(1+2+3+4) 1425.00**

The County reserves the right to accept or reject any or all proposals should such action be deemed in it's best interest.

The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: St. Peter Landscape Inc.

Address: 1749 Phinneys Lane  
Barnstable, MA 02630

Telephone: 508-815-9056 Email: stpeterlandscape@yahoo.com

Signed by: Jacob St. Peter 

**Barnstable County Landscaping Bid 2019**  
**ATTACHMENT C BID FORM Second District - Location 4**

**PLAN ATTACHED**

**PRICE**

**1 Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

1500.00

**2 Edging and Bed Preparation (Spring)**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

2500.00

**3 Fall Clean-Up (Contingent on Funding)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

2000.00

**4 Fertilization - AREA A**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** *Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May*

**Early Summer:** *Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July*

**Summer:** *Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August*

**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October*

**Fall:** *Granular fertilizer with controlled release nitrogen, pelletized limestone October to December*

**Lawn Fertilization** 1750.00

**5 White Grub Control (May)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

350.00

**6 Lawn Maintenance (May through mid-November) - AREA A**  
**Completed on Saturdays**

- Lawn areas shall be mowed on a weekly basis, estimated 30 times (Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**

Barnstable County Landscaping Bid 2019  
ATTACHMENT C BID FORM Second District - Location 4

Lawn edges shall be trimmed to maintain neat appearance

**All clippings shall be removed – OFF SITE.**

A full site cleanup shall be performed at the conclusion of each visit

Price Per Cut	<u>100.00</u>
Lawn Maintenance (Price Per Cut X 30)	<u>3000.00</u>
TOTAL LOCATION 4 (1+2+3+4+5+6)	<u>11,100.00</u>

The County reserves the right to accept or reject any or all proposals should such action be deemed in it's best interest.

The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: St. Peter Landscape Inc.

Address: 1749 Phinneys Lane  
Barnstable, MA 02630

Telephone: 508-815-9056 Email: stpeterlandscape@yahoo.com

Signed by: Jacob St. Peter 

COUNTY OF BARNSTABLE  
PURCHASING

DEPARTMENT OF FINANCE  
SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

April 11, 2019

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Bid Award

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Authorizing the award of contracts to 1) Vektorino's Landscaping and Irrigation, LLC; and 2) St Peter Landscape, Inc. to provide general landscaping services at County properties for a three-year period from May 1, 2019 through April 30, 2022

Barnstable County issued an Invitation for Bids from qualified contractors to provide general landscaping services at County properties for a three-year period of May 1, 2019 through April 30, 2022.

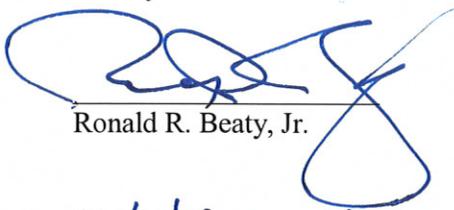
Two bids were received. Please award the bids to the responsive, responsible bidders offering the lowest prices for each property:

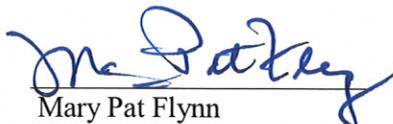
Vektorino's Landscaping and Irrigation, LLC:  
Barnstable County Complex: \$25,947/year  
Orleans 2<sup>nd</sup> District Court: \$8,854/year

St Peter Landscape, Inc.  
Children's Cove: \$3,621.25/year  
Farmhouse/Cooperative Extension: \$1,425/year

Thank you.

County Commissioners:

  
Ronald R. Beaty, Jr.

  
Mary Pat Flynn

  
Ronald Bergstrom

04/24/19  
Date

# AGENDA ITEM 8e

Authorizing the award of contracts to, and execution of contracts with 1) St Peter Landscape, Inc; and 2) Vitorino's Landscaping and Irrigation, LLC; to provide general landscaping services at County properties for a three-year period from May 1, 2019 through April 30, 2022

AGREEMENT BETWEEN

Barnstable County  
3195 Main Street  
Barnstable, MA 02630

and

Vetorino's Landscaping & Irrigation, LLC  
80 Kidd's Hill Road  
Barnstable, MA 02630

THIS AGREEMENT is made this fifteenth day of March 2019 by and between Vetorino's Landscaping and Irrigation (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for General Landscaping at County Properties.

WHEREAS: The vendor was the responsive, responsible bidder offering the lowest prices for the Superior Courthouse and Orleans 2<sup>nd</sup> District Courthouse.

WHEREAS: The contract is awarded in accordance with Massachusetts General Law Chapter 30B

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated March 25, 2019 and the Contractor's proposal dated April 8, 2019 incorporated herein as Appendix A.
3. Time of Performance. May 1, 2019 through April 30, 2022.
4. Payment. Superior Courthouse - \$25,947.00 per year  
Orleans 2<sup>nd</sup> District Courthouse – \$8,854.00 per year

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be

APPENDIX A

Barnstable County Purchasing Department  
PO Box 427, 3195 Main Street  
Barnstable, MA 02630  
FAX: (508) 362-4136  
Email: edav@barnstablecounty.org

**WITHDRAWAL OF BIDS:**

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. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County or fair competition. Minor informalities may be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clear 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 clear on the face of the bid document, but the intended correct bid is not similarly evident.

**REJECTION OF BIDS:**

The County reserves the right, at their sole discretion, to cancel this Invitation for Bids, or reject in whole or in part any and all bids. Bids may be rejected if they show any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind.

Bids must be submitted unconditionally. No bidder may withdraw bid within sixty (60) days after the scheduled closing time for receipt of bids.

**SCOPE OF SERVICES:**

The Contractor shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance for the highlighted the following locations for Barnstable County:

- Location 1: County Complex – 3195 Main St., Barnstable, MA
- Location 2: Children’s Cove – Barnstable, MA
- Location 3: Extension Office - 3675 Main St., Barnstable
- Location 4: Second District Courthouse – 237 Rock Harbor Rd., Orleans,

Services include mowing, leaf removal, shrub trimming, fertilization and related services.

*The lawn and landscaped areas must be maintained and serviced at the frequency and to the standards as detailed in the specifications below. Detailed maps are also attached to the specifications.*

**LOCATION 1: County Complex Plan A: (See Attachment D for map)**

**3195 Main St, Barnstable**

**Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

**Edging and Bed Preparation (Spring)**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch (specifically around the White House and Recycle Shed)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

Mulch areas (brown shredded hardwood only)

**Fall Clean-Up (Contingent on Funding)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

**Lawn Maintenance (May through mid-November)**

**Completed on Saturdays**

- Lawn areas at Superior Courthouse, Registry of Deeds building, Park and Island, White House and Health Lab shall be mowed on a weekly basis (Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance
- Weeding of area around Recycle Shed, weekly or on "as needed" basis. **All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit
- Weeding or mowing as needed in area along Railroad Avenue (south parking lot)

**Fertilization**

**Lawn areas at Superior Courthouse, Registry of Deeds building, Park & Island, White House and Health Lab**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** Balanced fertilizer with controlled release nitrogen, crabgrass

**Early Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July

**Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August

**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October*

**Fall:** Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

**White Grub Control (May) - Superior Courthouse, Registry of Deeds, Park & Island Area, White House and Health Lab**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

**County Complex Plan B (see attached plan)**

**Parking Lot, First District Court, Public Safety Building, former House of Correction  
Innovation Building (Open Cape)**

**Lawn Maintenance (*May through mid-November*)**

**Completed on Saturdays**

- Lawn areas shall be mowed on a bi-weekly basis (estimated 15) Visits to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance
- A full site cleanup shall be performed at the conclusion of each visit

**Location 2: Children's Cove** (Attachment E)

Barnstable, MA

**Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

**Edging and Bed Preparation (*Spring*) AREA B**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

**Fall Clean-Up (*Contingent on Funding*)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

**Fertilization**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** *Balanced fertilizer with controlled release nitrogen, crabgrass*

**Early Summer:** *Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July*

**Summer:** *Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August*

**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October*

**Fall:** *Granular fertilizer with controlled release nitrogen, pelletized limestone October to December*

### **White Grub Control (*May*)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

### **Lawn Maintenance (*May through mid-November*) - AREA A Completed on Saturdays**

- Lawn areas shall be mowed on a weekly basis  
(Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance  
**All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit

### **Location 3: Extension Office (See Attachment F for map)**

3675 Main St., Barnstable

### **Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

### **Edging and Bed Preparation (*Spring*) - AREA B**

- All beds edged producing a clean sharp edge
- Beds weeded, graded, prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

### **Fall Clean-Up (*Contingent on Funding*)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

### **Fertilization**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May

**Early Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July

**Summer:** Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August

**Early Fall:** Balanced fertilizer with controlled release nitrogen, plus white

grub control and broadleaf weed control. Surface insect control.  
August to October

**Fall:** Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

**White Grub Control (May)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

**Lawn Maintenance (May through mid-November) - AREA A**

- Lawn areas shall be mowed on a bi-weekly basis  
(Estimated 15 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance

**All clippings shall be removed – OFF SITE.**

- A full site cleanup shall be performed at the conclusion of each visit

**Location 4: Second District Courthouse** (See Attachment G for Map)  
**237 Rock Harbor Road, Orleans**

**Spring Clean-Up**

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

**Edging and Bed Preparation (Spring)**

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

**Fall Clean-Up (Contingent on Funding)**

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

**Fertilization - AREA A**

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

**Early Spring:** *Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May*

**Early Summer:** *Balanced fertilizer with controlled release nitrogen,*

broadleaf weed control. Surface insect control. May to July  
**Summer:** Balanced fertilizer with controlled release nitrogen,  
broadleaf weed control. Surface insect control. July to August  
**Early Fall:** *Balanced fertilizer with controlled release nitrogen, plus white*  
grub control and broadleaf weed control. Surface insect control.  
August to October  
**Fall:** Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

**White Grub Control (May)**

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control or equal

**Lawn Maintenance**

**Completed on Saturdays**

- Lawn areas shall be mowed on a weekly basis  
(Estimated 30 visits) to a 2.0" – 2.5" height
- Clippings shall be removed – **OFF SITE**
- Lawn edges shall be trimmed to maintain neat appearance  
**All clippings shall be removed – OFF SITE.**
- A full site cleanup shall be performed at the conclusion of each visit

**CONTRACT TERM**

The period of this contract shall be for a three-year period year beginning May 1, 2019 through April 30, 2022.

**REFERENCES**

Bidder must supply a list of all work completed on similar projects within the last three years. This list shall include a description of the project, date work started and date work completed, contact information for the contracting officer and jurisdiction. Poor references may be a basis for determining that a contractor is not responsible. Reference questions will include but may not be limited to landscape maintenance quality and general customer satisfaction.

**RULE FOR AWARD:**

The County shall have the right to reject any or all bids or any parts thereof or items therein. Bidders are to bid on each location individually. It is not a requirement of this bid to bid on all locations. The bid will be awarded to the responsive, responsible bidder offering the lowest overall bid for each location.

**FAILURE TO EXECUTE CONTRACT:**

No bids or awards shall be considered binding upon the Owner unless and until the Contract documents are properly executed by both parties. If the lowest responsible bidder to whom the Contract is awarded fails to execute the Contract within the time specified, the bid shall be awarded to the next lowest bidder, or all bids will be rejected at the discretion of the awarding authority.

**CONTRACTOR QUALIFICATIONS:**

- The firm shall have **at least** 3 years of experience in landscaping services in the Commonwealth of Massachusetts.
- The firm shall have successful experience, as indicated by satisfactory references, for maintenance of municipal grounds similar in size, scope of services and/or contract dollar value as the County of Barnstable.

- The firm must own or lease enough equipment to complete the tasks, in a timely and efficient manner. Bidders must have backup services in case of equipment breakdown.
- The firm must designate an employee representative who shall oversee and be responsible for the satisfactory completion of all work. Should this person be unsatisfactory or non responsive (in the sole determination of the Facilities Director) the Director may request that another responsible party be designated, and this request will be granted. The credentials and performance of any designee must be satisfactory to the Facilities Director.

**INSURANCE REQUIREMENTS:**

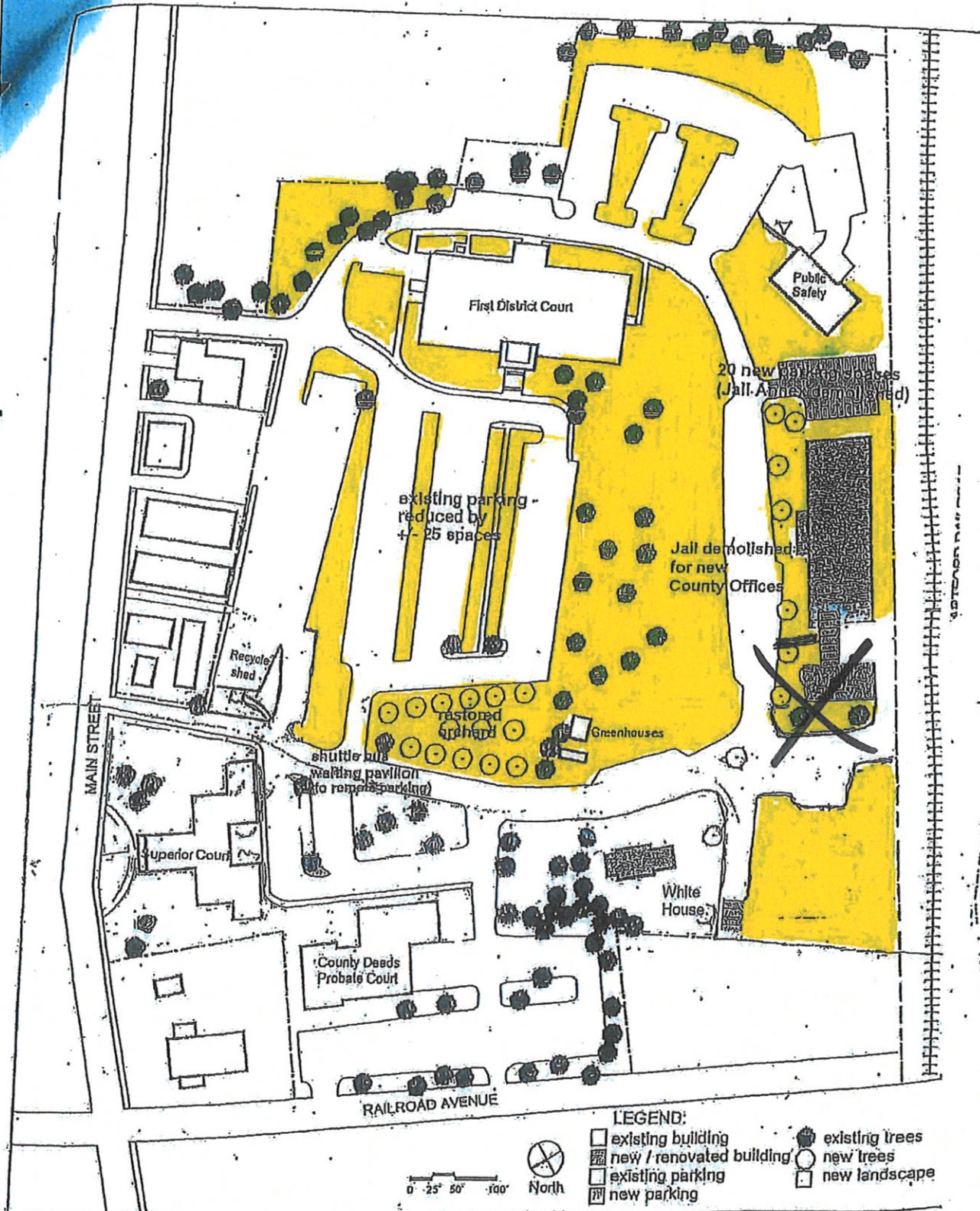
- A. Worker's Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefit laws.
- B. Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- C. Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

The County is not responsible for damaged equipment in any way, caused by site conditions.

**REQUIRED DOCUMENTS:**

- ATTACHMENT A: Completed and signed Certificate of Non-Collusion and Tax Compliance, ***please use as the cover page for your bid.***
- ATTACHMENT B: List of all projects completed in the past three years which are of similar size and scope. References must include description of the project, dates of work and contact information for contracting officer or jurisdiction.
- ATTACHMENT C: Completed and signed bid form.

# PLAN "B"



Barnstable County Complex Masterplan

TOWN OF BARNSTABLE PROPERTY MAPS

Legend  
Road Names

A - Mow  
B - MULCH/need



Parcel lines shown on this map are only graphic representations of Assessor's tax parcels. They are not true property boundaries and do not represent accurate relationships to physical objects on the map such as building locations.

This map is for illustration purposes only. It is not adequate for legal boundary determination or regulatory interpretation. This map does not represent an on-the-ground survey. It may be generalized, may not reflect current conditions, and may contain cartographic errors or omissions.

Map printed on: 4/27/2018  
0 42 83 Feet  
Approx. Scale: 1 inch = 42 feet



Town of Barnstable GIS Unit  
367 Main Street, Hyannis, MA 02601  
508-862-4624  
gis@town.barnstable.ma.us

Attachment F  
Extension farmhouse  
3675 Main St.  
Barnstable





## APPENDIX B

ATTACHMENT A

PLEASE USE THIS FORM AS THE COVER SHEET FOR YOUR BID

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

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.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Veterino's Landscaping + Irrigation LLC

Address: 80 Kidd's Hill Rd

Barnstable, MA 02630

Signature of Individual Signing

Bid, or Corporate Officer: 

Telephone Number: (508) 362-9148

Social Security Number

Or Federal Identification Number: 046-1727271

Date: 4/3/19

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 30B.

**ATTACHMENT B: REFERENCE FORM**

Bidder: Veterinos' Landscaping + Irrigation, LLC

IFB Title: Barnstable County

Bidder must provide references for:

Bidder must submit a complete list of all current customers from whom they have supplied these materials for at least two (2) years, with contact names and telephone numbers.

Reference: Steve Tebo

Contact:

Address: 384 Bregg's Ln

Phone: (508) 328-8958

Barnstable, MA 02630

Fax:

Description and date(s) of supplies or services provided: Full Landscape Services

Reference: Hyannis Fire Chief Peter Burk Contact:

Address: 146 Flint Rock Rd

Phone: (508) 989-2439

Barnstable MA 02630

Fax:

Description and date(s) of supplies or services provided: Miscellaneous landscape services

Reference: Rick Shectman Contact:

Address: 210 Old Tail Ln

Phone: (508) 989-2439

Barnstable MA 02630

Fax:

Description and date(s) of supplies or services provided: Full Landscape Services

attach additional sheets if necessary

Plan A (see attached plan)

PRICE

1 Spring Clean-Up

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubby and ornamental trees pruned of any winter damage
- All disposal fees included

\$ 2375.00

2 Edging and Bed Preparation (Spring)

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch (specifically around the White House and Recycle Shed)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included
- Mulch areas (brown shredded hardwood only)

\$ 475.00

3 Fall Clean-Up (Contingent on Funding)

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

\$ 1875.00

4 Lawn Maintenance (May through mid-November)  
Completed on Saturdays

- Lawn areas at Superior Courthouse, Registry of Deeds building, Park and Island, White House and Health Lab shall be mowed on a weekly basis (Estimated 30 visits) to a 2.0" - 2.5" height
- Clippings shall be removed - OFF SITE
- Lawn edges shall be trimmed to maintain neat appearance
- Weeding of area around Recycle Shed, weekly or on "as needed" basis. All clippings shall be removed - OFF SITE.
- A full site cleanup shall be performed at the conclusion of each visit
- Weeding or mowing as needed in area along Railroad Avenue (south parking lot)

Price Per Cut \$ 350.00  
Price per Cut X 30 = Lawn Maintenance \$ 10,500.00

5 Fertilization

Lawn areas at Superior Courthouse, Registry of Deeds building, Park & Island, White House and Health Lab

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator
- Early Spring: Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May
- Early Summer: Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July
- Summer: Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August
- Early Fall: Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October

Fall: Granular fertilizer with controlled release nitrogen, pelletized limestone  
October to December

Lawn Fertilization \$ 462.00 / app

6 White Grub Control (May) - Superior Courthouse, Registry of Deeds, Park & Island Area,  
White House and Health Lab

White grub preventative applied to lawn areas \$ 462.00  
Lawn areas treated with Merit Liquid Grub Control

TOTAL Plan A \$ 17,997.00  
(1+2+3+4+5+6)

Plan B (see attached plan)

Parking Lot, First District Court, Public Safety Building, former House of Correction  
Innovation Building (Open Cape)

Lawn Maintenance (May through mid-November)  
Completed on Saturdays

- Lawn areas shall be mowed on a bi-weekly basis (estimated 15) visits to a 2.0" - 2.5" height
  - Clippings shall be removed - OFF SITE
  - Lawn edges shall be trimmed to maintain neat appearance
  - A full site cleanup shall be performed at the conclusion of each visit
- Price Per Cut \$ 530.00  
Price per Cut X 15 = Lawn Maintenance, Plan B \$ 7950.00

TOTAL LOCATION 1 \$ 25,947.00  
(Total Plan A + Total Lawn Maintenance, Plan B)

The County reserves the right to accept or reject any or all proposals should such action be deemed in it's best interest.  
The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: Vetorinos Landscaping + Irrigation LLC

Address: 80 Kidd's Hill Rd

Barnstable, MA 02630

Telephone: (508) 362-9148

Email: vetorinos\_linda@live.com

Signed by: 

Barnstable County Landscaping Bid 2019  
Attachment C: Location 2 Children's Cove

	<u>PRICE</u>
<u>1 Spring Clean-Up</u>	
<ul style="list-style-type: none"> <li>· All lawn and shrub bed areas raked of leaves and debris</li> <li>· Select shrubbery and ornamental trees pruned of any winter damage</li> <li>· All disposal fees included</li> </ul>	<u>\$ 350.00</u>
<u>2 Edging and Bed Preparation (Spring) AREA B</u>	
<ul style="list-style-type: none"> <li>· All beds edged producing a clean sharp edge</li> <li>· Beds weeded, graded and prepared for mulch</li> <li>· Mulch areas (brown shredded hardwood only)</li> <li>· Pre-emergent weed control applied to reduce weeds</li> <li>· All disposal fees included</li> </ul>	<u>\$ 1,690.00</u>
<u>3 Fall Clean-Up (Contingent on Funding)</u>	
<ul style="list-style-type: none"> <li>· All lawn and shrub bed areas raked of leaves and debris</li> <li>· All disposal fees included</li> </ul>	<u>\$ 400.00</u>
<u>4 Fertilization</u>	
<ul style="list-style-type: none"> <li>· Full five step fertilization program</li> <li>· Fertilizers to be applied by a Massachusetts Certified Applicator</li> </ul>	
<ul style="list-style-type: none"> <li>· <u>Early Spring:</u> Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May</li> <li>· <u>Early Summer:</u> Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July</li> <li>· <u>Summer:</u> Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August</li> <li>· <u>Early Fall:</u> Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October</li> <li>· <u>Fall:</u> Granular fertilizer with controlled release nitrogen, pelletized limestone October to December</li> </ul>	<u>\$ 225.00 / app</u>
<u>5 White Grub Control (May)</u>	
<ul style="list-style-type: none"> <li>· White grub preventative applied to lawn areas</li> <li>· Lawn areas treated with Merit Liquid Grub Control</li> </ul>	<u>\$ 45.00</u>
<u>6 Lawn Maintenance (May through mid-November) - AREA A</u>	
<u>Completed on Saturdays</u>	
<ul style="list-style-type: none"> <li>· Lawn areas shall be mowed on a weekly basis (Estimated 30 visits) to a 2.0" - 2.5" height</li> <li>· Clippings shall be removed - OFF SITE</li> <li>· Lawn edges shall be trimmed to maintain neat appearance</li> </ul>	<u>\$ 1,125.00 / season</u>

Barnstable County Landscaping Bid 2019  
Attachment C: Location 2 Children's Cove

All clippings shall be removed – OFF SITE.

A full site cleanup shall be performed at the conclusion of each visit

Price Per Cut # 45.00

Price Per Cut X weekly # 1350.00

Total Location 2 # 4060.00  
(1+2+3+4+5+6)

The County reserves the right to accept or reject any or all proposals should such action be deemed in it's best interest.

The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: Veterino's Landscaping + Irrigation LLC

Address: 80 Kidd's Hill Rd

Barnstable, MA 02630

Telephone: (508) 362-9148

Email: Veterinos\_linda@live.com

Signed by: Wital M

PLAN ATTACHED

PRICE

1 Spring Clean-Up

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

\$ 350.00

2 Edging and Bed Preparation (Spring) - AREA B

- All beds edged producing a clean sharp edge
- Beds weeded, graded, prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

\$ 515.00

3 Fall Clean-Up (Contingent on Funding)

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

\$ 400.00

4 Lawn Maintenance (May through mid-November) - AREA A

- Lawn areas shall be mowed on a bi-weekly basis estimated 15 times (Estimated 15 visits) to a 2.0" - 2.5" height
- Clippings shall be removed - OFF SITE
- Lawn edges shall be trimmed to maintain neat appearance
- All clippings shall be removed - OFF SITE.
- A full site cleanup shall be performed at the conclusion of each visit

Price Per Cut \$ 50.00

Price Per cut X 15 \$ 750.00

Total Lawn Maintenance Location 3  
(1+2+3+4) \$ 2015.00

The County reserves the right to accept or reject any or all proposals should such action be deemed in its best interest.  
The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: Vetorinos Landscaping + Irrigation LLC

Address: 80 Kidd's Hill Rd

Barnstable, MA 02630

Telephone: (508) 362-9148 Email: Vetorinos\_linda@live.com

Signed by: Linda Vetorinos

PLAN ATTACHED

PRICE

1 Spring Clean-Up

- All lawn and shrub bed areas raked of leaves and debris
- Select shrubbery and ornamental trees pruned of any winter damage
- All disposal fees included

\$ 1,200.00

2 Edging and Bed Preparation (Spring)

- All beds edged producing a clean sharp edge
- Beds weeded, graded and prepared for mulch
- Mulch areas (brown shredded hardwood only)
- Pre-emergent weed control applied to reduce weeds
- All disposal fees included

\$ 1,830.00

3 Fall Clean-Up (Contingent on Funding)

- All lawn and shrub bed areas raked of leaves and debris
- All disposal fees included

\$ 1,450.00

4 Fertilization - AREA A

- Full five step fertilization program
- Fertilizers to be applied by a Massachusetts Certified Applicator

Early Spring: Balanced fertilizer with controlled release nitrogen, crabgrass control and broadleaf weed control. Surface insect control. April to May

Early Summer: Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. May to July

Summer: Balanced fertilizer with controlled release nitrogen, broadleaf weed control. Surface insect control. July to August

Early Fall: Balanced fertilizer with controlled release nitrogen, plus white grub control and broadleaf weed control. Surface insect control. August to October

Fall: Granular fertilizer with controlled release nitrogen, pelletized limestone October to December

Lawn Fertilization \$ 179,001.99

\* 895.00/season

5 White Grub Control (May)

- White grub preventative applied to lawn areas
- Lawn areas treated with Merit Liquid Grub Control

\$ 179.00

6 Lawn Maintenance (May through mid-November) - AREA A Completed on Saturdays

Lawn areas shall be mowed on a weekly basis, estimated 30 times (Estimated 30 visits) to a 2.0" - 2.5" height

Barnstable County Landscaping Bid 2019  
ATTACHMENT C BID FORM Second District - Location 4

Lawn edges shall be trimmed to maintain neat appearance  
All clippings shall be removed – OFF SITE.  
A full site cleanup shall be performed at the conclusion of each visit

Price Per Cut \$ 110.00  
Lawn Maintenance  
(Price Per Cut X 30) \$ 3300.00  
TOTAL LOCATION 4  
(1+2+3+4+5+6) \$ 8854.00

The County reserves the right to accept or reject any or all proposals should such action be deemed in it's best interest.  
The undersigned agrees to supply all labor, equipment and supplies per the attached specifications and has read and understands the terms of the bid.

Company Name: Vetorinos Landscaping + Irrigation LLC  
Address: 80 Kidd's Hill Rd  
Barnstable, MA 02630  
Telephone: (508) 363-9148 Email: vetorinos\_linda@live.com  
Signed by: Linda VSO

# AGENDA ITEM 8f

Authorizing the award of a contract to, and execution of a contract with, United Elevator Company for Elevator Maintenance and Repair for Barnstable County and other Political Subdivisions for a period from July1, 2019 through June 30, 2019

COUNTY OF BARNSTABLE  
PURCHASING

DEPARTMENT OF FINANCE  
SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

**Elaine Davis**  
Chief Procurement Officer

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.org

May 8, 2019

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Bid Award

---

Barnstable County issued an Invitation for Bids for Elevator Maintenance and Repair for Barnstable County and other Political Subdivisions. Two bids were submitted by BBE Corporation and United Elevator Company, Inc. The low bidder for all locations was United Elevator Company.

Please award the bid to United Elevator Company as the responsive, responsible bidder offering the lowest prices as shown on the attached spreadsheet for all locations except for the Falmouth Schools. Each subdivision will enter into its own contract with the vendor.

Thank you.

County Commissioners:

\_\_\_\_\_  
Ronald R. Beaty, Jr.

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Date

<b>Elevator Bids- FY '20</b>		07/01/2019 - 6/30/2020 with the option to renew for one additional year	
		<b>BBE</b>	<b>United Elevator</b>
<b>Town of Barnstable</b>			
Elevators	Cost per elevator per billing cycle - Bi Monthly	\$125.00	\$90.00
	On Call Hourly Rate	\$185.00	\$100.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$250.00
	Material cost +	\$0.05	10%
	5 year inspection	\$800.00	\$600.00
	1 year inspection	\$800.00	\$600.00
		\$2,660.00	\$2,640.00
Chair Lift	Cost per elevator per billing cycle - Bi Monthly	\$100.00	\$60.00
	On Call Hourly Rate	\$185.00	\$160.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$250.00
	Material cost +	\$0.05	10%
	5 year inspection	\$800.00	\$500.00
	1 year inspection	\$800.00	\$500.00
		\$2,140.05	\$1,470.10
<b>Barnstable County</b>			
Elevators:	Cost per elevator per billing cycle - Monthly	\$150.00	\$90.00
	On Call Hourly Rate	\$185.00	\$170.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	10%
	5 year inspection	\$800.00	\$600.00
	1 year inspection	\$800.00	\$600.00
		\$2,185.05	\$1,720.10
Lifts:	Cost per Elevator per billing cycle - Monthly	\$150.00	\$60.00
	On Call Hourly Rate	\$185.00	\$170.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	10%
	5 year inspection	\$800.00	\$500.00
	1 year inspection	\$800.00	\$500.00
		\$2,185.05	\$1,490.10
Dumbwaiter	Cost per Elevator per billing cycle - Monthly	\$150.00	\$30.00
	On Call Hourly Rate	\$185.00	\$170.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	10%
	5 year inspection	\$800.00	\$500.00
	1 year inspection	\$800.00	\$500.00
		\$2,185.05	\$1,460.10
2nd Dist	Cost per Elevator per billing cycle - Monthly	\$150.00	\$90.00
	On Call Hourly Rate	\$185.00	\$170.00

	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	10%
	5 year inspection	\$800.00	\$600.00
	1 year inspection	\$800.00	\$600.00
		\$2,185.05	\$1,720.10
Brewster	Cost per Elevator per billing cycle - Monthly	\$125.00	\$95.00
	On Call Hourly Rate	\$185.00	\$170.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	\$0.10
	5 year inspection	\$800.00	\$600.00
	1 year inspection	\$800.00	\$600.00
		\$2,160.05	\$1,725.10
Falmouth Schools			
Passenger	Cost per Elevator per billing cycle - Monthly	\$150.00	\$90.00
	On Call Hourly Rate	\$185.00	\$160.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	\$0.10
	5 year inspection	\$800.00	\$600.00
	1 year inspection	\$800.00	\$600.00
		\$2,185.05	\$1,710.10
Chair Lifts	Cost per Elevator per billing cycle - Monthly	\$100.00	\$60.00
	On Call Hourly Rate	\$185.00	\$160.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	\$0.10
	5 year inspection	\$800.00	\$500.00
	1 year inspection	\$800.00	\$500.00
		\$2,135.05	\$1,480.10
Harwich	Cost per elevator per billing cycle - Monthly	\$125.00	\$95.00
	On Call Hourly Rate	\$185.00	\$170.00
	Hourly rate - weekend, holidays after hours	\$250.00	\$260.00
	Material cost +	\$0.05	\$0.10
	5 year inspection	\$800.00	600%
	1 year inspection	\$800.00	\$600.00
		\$2,160.05	\$1,131.10

AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

United Elevator Company, Inc.  
195 Libbey Industrial Parkway  
Weymouth, MA 02189

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between United Elevator Company, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Elevator Maintenance and Repair for the period of July 1, 2019 through June 30, 2020, with the option to renew for one additional year.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest prices

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Vendor shall provide Elevator Maintenance and Repair to Barnstable County for the period of July 1, 2019 through June 30, 2020, with the option to renew for one additional year periods as described in the Scope of Services attached as Appendix A.

3. Time of Performance. July 1, 2019 through June 30, 2020, with the option to renew for one additional year.

4. Payment Prices submitted in their bid hereby attached as Appendix B.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses

necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall

include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Appendix A".

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Nineteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Ronald Beaty

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

## Appendix A

**BARNSTABLE COUNTY  
PURCHASING DEPARTMENT  
3195 Main Street  
Barnstable, MA 02630**

**Invitation for Bids**

**Barnstable County is seeking sealed bids from qualified vendors on behalf of Barnstable County and other Political Subdivisions for a contract for elevator maintenance and repair for the period of July 1, 2019 through June 30, 2020 with the option to renew for one additional year.**

Bids 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 **April 30, 2019 at 9:00AM no exceptions.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked **"Bid –Elevator '20"**.

**NOTE: One original and two (2) copies of each bid shall be submitted. NO faxed proposals will be accepted.**

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.

Dated at Barnstable, Massachusetts, this April 10, 2019.

Elaine Davis  
**Chief Procurement Officer**

## Attachment A

### **I. INTRODUCTION**

The purpose of this bid is to establish a contract for elevator maintenance and repair.

### **II. KEY DATES FOR THIS BID**

Bid issued	April 10, 2019
Deadline for Written Questions	April 23, 2019
Bid opening	April 30, 2019 at 11:00AM

### **III. INSTRUCTIONS TO BIDDERS**

#### **1. Defined Terms**

The term "County" means the County of Barnstable, MA through the County Commissioners.

The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the County (on the basis of the County's and Towns' evaluation as hereinafter provided) makes an award.

The term "Owner" means the Municipal Entities participating in the bid.

#### **2. Copies of Bidding Documents**

Complete sets of the Bidding Documents stated in the Advertisement or Invitation may be obtained from the Office of the County Commissioners, Purchasing Department.

Complete sets of Bidding Documents shall be used in preparing Bids; the County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the Towns to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) 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; and (d) study and carefully correlate Bidder's observations with the Contract Documents. A contact is identified for each Town.

The submission of a Bid 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 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.

#### **4. Interpretations**

All questions about the meaning or intent of the Contract Documents shall be submitted to the County in writing, by April 23, 2019. Questions can be submitted by mail, email or fax to:

Elaine Davis, Chief Procurement Officer  
PO Box 427  
Barnstable, MA 02630  
Email: [edav@barnstablecounty.org](mailto:edav@barnstablecounty.org)  
Fax: (508) 362-4136

Replies will be issued by Addenda and will be emailed, faxed or delivered to all parties recorded by the County as having received the bid documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### **5. Bid Security**

Bid Security shall be made payable to the County, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security (Bonds) and Insurance Binders, where upon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within five (5) working days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) by the County to Contractor and the required Contract Security is furnished or the sixty-first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

#### **6. Contract Period**

This bid will be effective from July 1, 2019 through June 30, 2020, with the option to renew for one additional fiscal year.

#### **7. Material and Equipment**

All materials and equipment incorporated in the work under the contract shall be new, first class and in accordance with the contract 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.

#### **8. Subcontractors, etc**

Vendors must be trained and licensed in their respective trades and must be able to perform all work required in specifications. The contractor shall not subcontract or sublet any portion of the work without the approval of the entity.

#### **9. Bid Form**

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

Bids 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.

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

The address to which communications regarding the Bid are to be directed must be shown.

#### **10. Submission of Bids**

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in a sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

#### **11. Modification 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 IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County or 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.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

#### **12. Opening of Bids**

Bids will be opened publicly and read aloud. An abstract of the amounts of the base bids will be made available after the opening of bids.

#### **13. Bids to Remain Open**

All bids shall remain open for thirty (30) business days after the day of the bid opening, but the County may, in its sole discretion, release any bid prior to that date.

#### **14. Award of Contract**

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 bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive or conditional bids.

In evaluating bids, the qualifications of the bidders, whether or not the bids comply with the prescribed requirements and prices if requested in the bid forms shall be considered. The contract shall be awarded to the lowest, qualified, responsive and responsible bidder.

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 bid 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 contract documents within the prescribed time.

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

#### **15. Signing of Agreement**

After the awards are made the bidder will be requested to execute a proper contract with each political subdivision and a performance bond as required by the political subdivision.

#### **16. Special Legal Requirements**

All bids 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. Performance and other Bonds**

Each successful Bidder shall supply the required Payment Bond to each municipality for which they are awarded a bid as required by MA General Law Chapter 149.

#### **18. Fees**

Bid prices are not to include permit fees. Fees will be applied on a town by town basis as some Towns will waive the fees, others will charge them but reimburse the contractor as a billable expense.

#### **19. Other**

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

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. Vendors should expect payment within 30 days after the Town receives the invoice.

#### **20. 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 as Attachment E) Certified payroll records report must be submitted to the Town where the work was performed when submitting invoices.

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.

### **21. Intent**

The Contract Documents comprise the entire Agreement between the appropriate municipality and CONTRACTOR concerning the Work. The contract documents are complementary: what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the law of the place of the project.

It is the intent of the contract documents to describe a functionally complete service (or part thereof) to be completed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the County, the Towns or CONTRACTOR, or any of their agents or employees from those set forth in the contract documents, nor the Notice to Proceed.

### **22. Contractor's Insurance**

Prior to the commencement of any Contract work of any nature, and in addition to other insurance, bonds or securities required by law or under Contract terms, the Contractor 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 Contractor 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 applicable 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. 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 Contractor 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 Contractor, any subcontractor, or any of their respective agents or employees. The Contractor’s liability shall not be limited to the extent of the insurance required herein. The Contractor 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, the Contractor, and any subcontractor performing work covered by this Contract from claims which may arise from operations by the contractor or by a subcontractor or by anyone directly or indirectly employed by either of them.

- 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) General Aggregate. Such General Aggregate limit shall apply on a per project basis. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000). Products and completed operations coverage should be provided at a limit of two million dollars (\$2,000,000) aggregate and shall be maintained for a period of three (3) years after substantial completion and acceptance of the project by the County of Barnstable or owner of the project.

The policy shall be occurrence based and provide coverage at least as broad as the current ISO form without any exclusion for Products and Completed Operations, Explosion (X), Collapse (C) and Underground Damage (U) hazards as related to the work being performed, Contractor Protective Liability coverage with respect to operations performed by subcontractors, and Contractual Liability coverage related to this Contract. If the Contract includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for such work shall be deleted.

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 Contractor 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 contractor 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 Contractor 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 as follows unless an alternative limit is indicated via addendum to this Contract.

<b>Contract Price</b>	<b>Limit of Liability</b>
Under \$1,000,000	\$1,000,000 per occurrence
\$1,000,001 - \$3,000,000	\$3,000,000 per occurrence

\$3,000,001 - \$10,000,00	\$5,000,000 per occurrence
\$10,000,001 and over	\$10,000,000 per occurrence

**Workers' Compensation and Employer's Liability Insurance**

Before commencing performance of this contract, the Contractor 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 Contractor shall provide employer's liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

**Contractor's 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.

**Personal Property Insurance:**

Any tools, equipment, materials, and other personal property owned by Contractor shall be at the sole responsibility and risk of Contractor. 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 Contractor elects to maintain on Contractor's personal property and materials shall be at the sole responsibility and cost of Contractor.

**23. 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, but contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the contract documents. 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 at all times 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.

All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. 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. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

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 effected 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.

#### **24. Taxes**

State taxes will be excluded from all bids. 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

#### **25. 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 no 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.

#### **26. Separate Contracts**

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

**27. 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.

**28. Termination of Contract:**

The County and the Towns reserve the right to terminate this contract or services 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.

### **29. Miscellaneous:**

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.

This 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. The County and Towns reserve the right to contract for similar services or materials. Pre-existing contracts will not be voided by this agreement.

### **30. 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.

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.

Contractor must have sufficient staff to provide services to all entities that they bid on.

### **31. 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 on a daily basis.

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.

### **32. Emergency Contacts**

The contractor shall maintain a 24-hour, 7-day a week qualified licensed tradesperson and a local facility to handle emergency requirements. All calls must be acknowledged within one (1) hour of receiving call.

### **33. 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.

### **34. Worker Information**

When award is made, vendor will be required to provide a list of the names of workers that would be assigned to work on buildings and equipment.

Note: It will be required that those persons listed will be the only tradesmen allowed to work or assign work in County or Town buildings. If any other person is assigned by the contracting company, without a valid reason, this may be cause for cancellation of this contract.

NON-SPECIFIED TRADESMEN WILL NOT BE ALLOWED ON TOWN OR COUNTY PROPERTY AT ANY TIME. THIS CONTRACT IS FOR BONA FIDE, EXPERIENCED TRADESMEN. ALL TRADESMEN ASSIGNED MUST BE TOTALLY FAMILIAR WITH THE WORK THAT IS TO BE PERFORMED. ONLY ONE ELECTRICIAN WILL BE ASSIGNED TO WORK ON ANY ONE PROBLEM AT ONE TIME. THERE ARE NO EXCEPTIONS UNLESS APPROVAL IS GIVEN BY THE COUNTY BEFORE WORK PROCEEDS. THIS IS AN ABSOLUTE CONDITION.

All information must be updated. If there are any changes in personnel with respect to this contract the County of Barnstable or appropriate Town must be notified of this immediately in writing or there may be grounds for breach of contract. If this is a temporary personnel change (i.e. worker calls in sick) the County must be verbally notified of this before the alternate workman enters a school building.

### **35. References**

Bidder must supply a list of all work completed on similar projects 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.

### **36. Bidding**

Bidder must be able to complete all work as specified for all Towns bid on.

Where licenses are required, bidders must supply copies of the licenses for all staff with their bid documents.

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

### **37. Rule for Award**

Contracts will be awarded to the qualified, responsive and responsible bidder offering the lowest price for each entity. If the contract is to be awarded, the County will give the successful bidder a notice of award within thirty (30) days after the day of the Bid opening.

### **38. Required Documents**

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

- Attachment A: Certificate of Non-Collusion and Tax Compliance
- Attachment B: Reference Forms
- Attachment D: Bid Form
- Copies of Licenses where requested
- Bid bond of 5% of the bid price.

#### **IV. SCOPE OF SERVICES:**

#### **ELEVATOR SERVICES – INSPECTION AND MAINTENANCE**

The purpose of this solicitation is to obtain contract pricing to inspect and maintain elevators in municipal buildings for the participating towns. It is also the intent of this solicitation to coordinate elevator shaft smoke detector inspection and testing with the state and regular elevator inspections so that they fall on the same date.

- Provide maintenance and repair service for all municipal elevators, for annual compliance and inspection using trained personnel.
- Bid must include a price for the required staff to be present at the time of the state inspection. Should a re-inspection be needed, the vendor will provide appropriate staff at no charge to the municipality.
- The contractor will notify the contact person forty-eight (48) hours in advance of entering any building for service work.
- The contractor will notify contact person for the affected location, three (3) workdays in advance of state inspections.
- A schedule of the regular inspections to take place during the course of the first year of this contract will be provided to the appropriate contact person for each location within 30 days of signing this contract and shall include the following:

Examine, adjust, lubricate and wherever required by wear and tear of normal elevator usage, repair and replace the equipment.

##### **Clean:**

Door operator equipment including linkages, and motor  
Safety edges  
Pumps, pump motors, electro-mechanical valves, drip pan under tank  
Controller and component parts  
Remove oil from bucket in elevator pit

##### **Lubricate:**

Roller guides  
Guide rails where required  
Pumps, Pump motors  
Couplings  
Valve control equipment  
Interlocks  
Automatic door operator and its linkage parts

##### **Examine:**

Controllers  
Mechanical starter and contacts for wear  
Operating switches  
Guide shoes or roller guides  
Leveling switches on car and in the hoist-way including cams and rollers  
Hall and car operating push buttons  
Position indicators in hall and car  
Plunger packing glands  
Interlocks and automatic door operator equipment  
Pump, pump motor, valve, hoses under tanks

Ride car to ensure proper leveling

- The annual safety test will be performed separately from the routine examinations.
- All bids are to include normal labor and maintenance.
- All bids are to include cost of all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.
- Charges for all inspections shall be included in this contract. Should a re-inspection be required, the vendor will provide the necessary staff and reports necessary at no charge to the municipality.
- Vendor will provide labor for the state safety test including the current fee, per elevator or dumbwaiter required by the Commonwealth as part of the maintenance fee.
- The contractor shall acknowledge all service calls within one (1) hour of the call being placed. At a maximum, the contractor shall respond to service calls within four hours of receipt of call unless otherwise directed by the city official placing the call.

Bidders are also asked to bid on elevator maintenance on an on-call basis for work that is less than \$50,000.00. This bid will be priced at an hourly rate and include all the above work, with a % charge for major parts.

### **Bidding**

The hourly rates reflect the amount a contractor will charge per hour only - not per hour per person. **Only one tradesman shall be assigned to work on a job, unless approved by authorized person at the Town. Prior permission must be received before the contractor can assign more than one worker per job, including apprentices/helpers.** The Awarding Entity reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status. Special attention will be given to allow for assistance when needed, or an unexpected parts acquisition is needed during a job to contain costs. However, the contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment and supplies to perform the project with minor off-site time and travel.

**Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the entity involved. Computation of the number of hours worked shall include only those hours spent at the job site excluding meal times.**

### **Emergency Contacts**

The contractor shall maintain a 24-hour, 7-day a week qualified licensed tradesperson and a local facility to handle emergency requirements. All calls must be acknowledged within one (1) hour of receiving call.

### **Rule for Award**

Bid comparisons will be based on the following assumptions:

1. 15 hours will be normal scheduled maintenance and 5 hours will be emergency service
2. Materials cost is assumed to be equal to \$100.00. The bid mark-up will be applied to this estimated materials cost.
3. The annual inspection fees will be added to the sum of the estimated labor cost plus the marked up estimated materials cost (equal to one year) to determine the low bid.

## Appendix B

**ORIGINAL**

**BARNSTABLE COUNTY  
PURCHASING DEPARTMENT  
3195 Main Street  
Barnstable, MA 02630**

**Invitation for Bids**

**Barnstable County is seeking sealed bids from qualified vendors on behalf of Barnstable County and other Political Subdivisions for a contract for elevator maintenance and repair for the period of July 1, 2019 through June 30, 2020 with the option to renew for one additional year.**

Bids 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 **April 30, 2019 at 9:00AM no exceptions.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked "**Bid –Elevator '20**".

**NOTE: One original and two (2) copies of each bid shall be submitted. NO faxed proposals will be accepted.**

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.

Dated at Barnstable, Massachusetts, this April 10, 2019.

Elaine Davis  
Chief Procurement Officer

**ATTACHMENT A**

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

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.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

**Company:** United Elevator Company, Inc.

**Address:** 195 Libbey Industrial Parkway

Weymouth, MA 02189

**Signature of Individual Signing**

**Bid, or Corporate Officer:**  Charlene Walsh

**Telephone Number:** Office: 781-740-2440 Toll free: 1-855-450-0729

**Social Security Number**

**Or Federal Identification Number:** 20 356 4506

**Date:** April 29, 2019

**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.**

# **UNITED ELEVATOR COMPANY, INC.**



**195 Libbey Industrial Parkway, #3, Weymouth MA. 02189**

**Tel: 781-740-2440/Fax: 781-740-9788**

**[www.Unitedelevatorcorp.com](http://www.Unitedelevatorcorp.com)**

## **Sample Client References**

### **Town of Falmouth – Municipal Buildings & Schools**

Falmouth, MA

Contact: **Shardell Newton**

Phone: (508)-457-2543

Scope: Multi-Year Municipal Maintenance, On-Call Repairs, and State Testing Services

### **Cordage Commerce Center**

10 Cordage Park Circle, Plymouth, MA 02360

Contact: **Ms. Bobby Strickland - Property Manager**

Phone: (508) 746-7707

Scope: Multi-Year Preventative Maintenance, On-call Repairs and State Testing Services

### **Peabody Properties – Bedford Towers**

New Bedford, MA

Contact: **Susan Turner-Hickey - Property Manager**

Phone: (508)-992-9603

Scope: Elevator Preventative Maintenance, On-call Repairs and State Testing Services

### **May Institute**

Yarmouth, MA

Contact: **Sheila Connolly - Facilities Manager**

Phone: 781-437-1447

Scope: Elevator Preventative Maintenance, On-call Repairs and State Testing Services

### **Cape Cod National Golf Club**

Brewster, MA

Contact: **Michael Walker**

Phone: (508)-240-6800

Scope: Preventative Maintenance, On-call Repairs and State Testing Services

### **U Haul of Hyannis**

Barnstable, MA

Contact: **Karen Rodericks - General Manager**

Phone: (508)-771-9767

Scope: Elevator Preventative Maintenance, On-call Repairs and State Testing Services

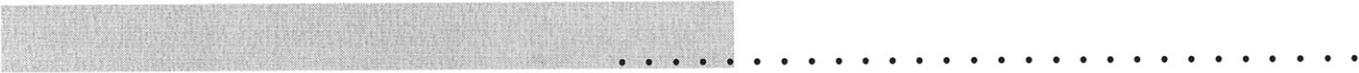
### **Cotton Financial Building**

Barnstable, MA

Contact: **David Crawford - Property Manager**

Phone: (508)-420-7004

Scope: Elevator Preventative Maintenance, On-call Repairs and State Testing Services



**ATTACHMENT D: BID FORM**

**A. ELEVATOR INSPECTION AND MAINTENANCE – BID FORM**

The undersigned hereby certifies that all wages are paid in accordance with the Prevailing Wage rates for that category of work, and

- 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.

The following prices represent firm prices effective July 1, 2019 through June 30, 2020 with the option to renew for one additional year.

Location	# of Elevators (see attachment A)	Frequency of Maintenance	Cost per elevator per billing cycle for Maintenance	On-Call Hourly Rate	Hourly rate for weekend, holidays, after hours	Material Cost Plus (not to exceed 15%)	Attendance at 5 Year Annual Inspection (Do not include state fee)	Attendance at Annual Inspection (Do not include state fee)
Town of Barnstable	6 passenger	Bi-monthly	\$ 90.00	\$ 160.00	\$ 250.00	10.00%	\$ 600.00	\$ 600.00
	2 chair lift	Bi-Monthly	\$ 60.00	\$ 160.00	\$ 250.00	10.00%	\$ 500.00	\$ 500.00
Barnstable County	4 passenger	Monthly	\$ 90.00	\$ 170.00	\$ 260.00	10.00%	\$ 600.00	\$ 600.00
	2 chair lifts	Monthly	\$ 60.00	\$ 170.00	\$ 260.00	10.00%	\$ 500.00	\$ 500.00
	1 dumbwaiter	Monthly	\$ 30.00	\$ 170.00	\$ 260.00	10.00%	\$ 500.00	\$ 500.00
	1 passenger Second District	Monthly Maintenance	\$ 90.00	\$ 170.00	\$ 260.00	10.00%	\$ 600.00	\$ 600.00
Brewster	3 Passenger	Quarterly	\$ 95.00	\$ 170.00	\$ 260.00	10.00%	\$ 600.00	\$ 600.00
Falmouth	3 Passenger	Monthly	\$ 90.00	\$ 160.00	\$ 260.00	10.00%	\$ 600.00	\$ 600.00
Schools	9 Chair lifts	Quarterly	\$ 60.00	\$ 160.00	\$ 260.00	10.00%	\$ 500.00	\$ 500.00
Harwich	6	Monthly	\$ 95.00	\$ 170.00	\$ 260.00	10.00%	\$ 600.00	\$ 600.00

Receipt of Addendum Number(s) #1 Dated: April 18 is hereby acknowledged and reflected in the Bid price (s) shown.

The undersigned proposes to provide services as described in the "Scope of Services" and the entire bid document in accordance with the Bid Specifications, for the Bid price(s) shown.

COMPANY NAME: United Elevator Company, Inc. SIGNATURE:  /Charlene Walsh

PRINT NAME: Charlene Walsh - President

ADDRESS: 195 Libbey Industrial Parkway, Weymouth MA 02189

PHONE#: 781-740-2440 DATE: April 29, 2019

FAX: 781-740-9788 EMAIL: charlene@unitedelevatorcorp.com

## ADDENDUM NO. 1

Barnstable County Purchasing Department  
PO Box 427  
Barnstable, MA 02630

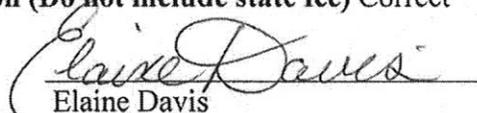
DATE ISSUED: April 18, 2019  
TO: All Bidders of Record  
SUBJ: Barnstable County is seeking sealed bids on behalf of the  
Barnstable County and other Political Subdivisions for Elevator Maintenance and Repair

### ADDENDUM NO. 1

1.) Attachment D – Bid Form is attached. The incorrect form was posted to the website. This is the correct form.

2.) Clarification regarding the state inspection fees:

- State Testing Fee? Should the annual \$400 per unit be added or not?  
**The annual inspection fees are NOT to be included in the vendor's bid price on the bid form.**
- Vendor will provide labor for the state safety test including the current fee, per elevator or dumbwaiter required by the Commonwealth as part of the maintenance fee.  
**Vendor is to pay the fee to the state and include it on the invoice as a separate line from the inspection fee provided on the bid form.**
- The annual inspection fees will be added to the sum of the estimated labor cost plus the marked up estimated materials cost (equal to one year) to determine the low bid.  
**We will use the fee provided on the bid form, not including the state inspection fee.**
- Bid prices are not to include permit fees. Fees will be applied on a town by town basis as some Towns will waive the fees, others will charge them but reimburse the contractor as a billable expense.  
**This refers to any fees that may be required other than the state inspection fees.**
- Attachment D - Bid forms have:  
Attendance at Annual Inspection (Do not include state fee) **Correct**  
Attendance at 5 Year Annual Inspection (Do not include state fee) **Correct**

  
Elaine Davis  
Chief Procurement Officer

# BID BOND

## Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

**CONTRACTOR:**

(Name, legal status and address)  
United Elevator Co., Inc.

195 Libbey Industrial Parkway #3  
Weymouth, MA 02189

**SURETY:**

(Name, legal status and principal place of business)

**Berkley Insurance Company**

475 Steamboat Road  
Greenwich, CT 06230

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

**Barnstable County - Purchasing Department**

MA

**BOND AMOUNT: \$ Five Percent of the Attached bid (5%)**

**PROJECT:**

(Name, location or address, and Project number, if any)

**Bid# 20 - Elevator Services**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of April, 2019

(Witness)

(Witness)

**United Elevator Co., Inc.**

(Principal)

(Seal)

(Title)

Charlene Walsh  
President

**Berkley Insurance Company**

(Surety)

(Seal)

(Title) Adam W. DeSanctis, Attorney-in-Fact

# AGENDA ITEM 8g

Authorizing the award of a contract to, and execution of a contract with, the responsive, responsible bidder offering the lowest price for Superior Court Roof Replacement

# COUNTY OF BARNSTABLE

## PURCHASING DEPARTMENT

**Elaine Davis**  
Chief Procurement  
Officer  
**Tricia Rogers**

SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edav@barnstablecounty.o

### Invitation for Bids

**Barnstable County is seeking sealed bids to furnish all labor, materials and equipment and to perform all operations required for the complete installation of all roofing, sheetmetal, roof insulation, wood blocking, demolition and miscellaneous related work to replace the existing roof on the first and second level of the First District Courthouse. Prevailing wage rates apply.**

Bids 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 **Thursday, April 28, 2005, no later than 9:00 AM. No exceptions allowed.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked "**Bid – Roof - 2005**"

**NOTE: One original and one (1) copy of each bid shall be submitted. NO faxed proposals will be accepted.**

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.

Dated at Barnstable, Massachusetts, this 17th day of March, 2005

Elaine Davis  
**Chief Procurement Officer**

## INSTRUCTIONS TO BIDDERS

Sealed bids are invited for furnishing all labor, materials, equipment and to perform all operations required for the complete installation of all roofing, sheet metal, roof insulation, wood blocking, demolition and miscellaneous related work to replace the existing roof on the first and second levels of the First District Courthouse.

Bids must be submitted on the attached Bid Form in a sealed envelope labeled “**Bid – Roof – 2005**” and addressed to Elaine Davis, Chief Procurement Officer, Barnstable County Purchasing Department, 3195 Main Street, Barnstable, MA 02630. The deadline for receipt of bids is **XXXXXXXXXXXX**. *No bid shall be considered if it arrives after the time set for the receipt of bids.*

It is the responsibility of every bidder who receives this bid electronically, to check for any addenda or modification to this solicitation, if they intend to respond. Barnstable County accepts no liability to provide accommodation to bidders who submit a response based upon an out-of-date solicitation document.

All proposals must be accompanied by a **Bid Deposit** in the form of a certified, bank treasurer’s or cashier’s check or bid bond payable to Barnstable County in an amount equal to five percent (5%) of the bid price. Only bonds from companies licensed to do business in the Commonwealth of Massachusetts shall be accepted and the bond shall so state. Bid deposits shall be returned within five (5) working days after bid opening, except that the deposits for the three- (3) lowest bidders shall be retained until a Contract is signed. If a low bidder fails to sign a Contract or provide the

Bids must be submitted unconditionally. No bidder may withdraw bid within thirty (30) days after the scheduled closing time for receipt of bids. **The successful bidder shall be required to furnish a Payment Bond as well as Certificate of Insurance within 10 (ten) working days after receiving a Notice of Award.** Award of Contract, if a Contract is awarded, shall be to the lowest responsible Bidder, but the Owner reserves the right to reject any or all bids or take such action, as it may deem best for the Commonwealth of Massachusetts. If the successful bidder does not furnish said Bonds in the required time the Owner, at their sole discretion, reserves the right to award the contract to the next lowest responsible Bidder or reject any and all bids.

**The Contractor shall carry liability insurance covering the operations of trucks and automobiles. The Contractor shall take out and maintain Contractor’s Public Liability and Property Damage Liability Insurance in not less than the following amounts:**

<u>Bodily Injury</u>		<u>Property Damage</u>	
<u>Each Person</u>	<u>Each Occurrence</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$100,000	\$300,000	\$100,000	\$300,000

### **ADDENDA:**

Bidders shall acknowledge receipt of all addenda that have been issued during period of bidding and agree that said addenda shall become part of this Contract. The bidders shall list the numbers and issuing dates of the addenda received and acknowledge same on the appropriate line provided in the **Bid Form**.

Contractors on all construction projects must comply with the Prevailing Wage Rates for the appropriate classification of work. (Prevailing wage rates attached)

All Work done under this Contract shall be in conformance with all applicable sections of the latest edition of the Massachusetts State Building Code.

Contractor shall completely prepare the site for construction and erection, furnish labor, materials, fabrication, tools and equipment and perform all Work included in the **Technical Requirements**.

Upon completion of the Contract, the Contractor shall deliver Work complete and undamaged. Damage to the existing structure, facilities, systems, and utilities that may be caused by the Contractor or Contractor's workers shall be repaired by the Contractor and left in as good condition as existed prior to damage.

At the Contractor's expense, the Contractor shall immediately restore to service and repair any damage caused by Contractor's workers to the existing structure, facilities, systems, and utilities. The Owner at its sole discretion and at the Contractor's expense shall repair any such damage to Owner's structures, facilities or support facilities/systems.

All demolished materials shall become the property of the Contractor and shall be removed from the site and properly and legally disposed of.

Access to the buildings and roadways and parking lots shall remain open at all times unless otherwise approved by the Owner. The Contractor shall provide access to other areas as requested by the Owner.

**METHOD FOR SUBMITTING BIDS:**

No proposal shall be considered unless submitted upon the **Bid Form** provided. The Bidder must state the prices (which shall be written in ink, in words and numerals) for which the bidder proposes to do all the Work contemplated. In case of discrepancy, the written words shall be considered as being the bid price.

The bidder shall sign the proposal correctly. If an individual submits the proposal, his/her complete business address shall be given in addition to his/her signature. If submitted by a firm or partnership, the signature and complete business address of each member of the firm or partnership must be given. If submitted by a corporation, the person signing the proposal shall be duly authorized (e.g. an officer or other signatory) to sign for the corporation; the signing individual's certificate or authority to execute such papers shall accompany the proposal.

**REQUEST FOR INFORMATION:**

All requests for information during the bidding period shall be in writing to the Owner no later than five (5) working days before the bid opening. Responses to questions will be answered by addenda sent to all bidders of record. Bidders shall include a statement in their bid packages that they acknowledge receipt of all such clarifications and have incorporated them in their bids. Requests for Information shall be sent attention to:

Elaine Davis, Chief Procurement Officer  
Barnstable County Purchasing Department  
PO Box 427, 3195 Main Street  
Barnstable, MA 02630

FAX: (508) 362-4136  
Email: edav@barnstablecounty.org

**CHANGES WHILE BIDDING:**

During the bidding period, the Owner may find it necessary to issue addenda for additions to or alterations to the specifications. These addenda will be issued to all bidders of record and will become a part of the bid documents.

**BID OPENING PROCEDURE:**

The Owner shall receive sealed bids for this project at the designated place and until the time stated herein at which time all bids will be publicly opened and read. The Owner reserves the right to reject any or all bids or parts thereof, as it may deem best for the interest of the County of Barnstable.

**WITHDRAWAL OF BIDS:**

No bidder may withdraw their bid unless the request is made in writing and is received by the Owner prior to the time set for bid opening. After bid opening, no bidder may withdraw their bid within the prevailing time indicated herein.

**AWARD OF CONTRACT:**

The Owner shall have the right to reject any or all bids or any parts thereof or items therein. If an award of Contract is made, it shall be made to the lowest responsible bid. The award will be made within thirty (30) calendar days of the bid opening or all bids shall be rejected. Extensions of time may be made by the mutual written consent of the Owner and the lowest responsible bidder. If the lowest bidder withdraws their bid, or refuses award of Contract, the Owner shall have the right to award the Contract to the next lowest responsible bidder or to reject all bids and re-bid the Contract.

**EXECUTION OF CONTRACT:**

The individual, firm or corporation to whom or to which the Contract has been awarded shall within **ten (10) working days** after receipt of said documents shall submit to the Owner, three (3) copies of the Contract with the necessary signatures and evidence of required insurance coverage and bonds. **The Contractor shall submit a Payment Bond in the amount of 50% of the bid price. Said Bonds shall be executed by a surety company or companies licensed to do business in the Commonwealth of Massachusetts. Each such bond shall be in form approved by the Owner.**

No bids or awards shall be considered binding upon the Owner unless and until the Contract documents are properly executed by both parties.

**FAILURE TO EXECUTE CONTRACT:**

If the lowest responsible bidder to whom the Contract is awarded fails to submit the necessary bonds or execute the Contract within the time specified, the amount of the bid deposit shall be paid to the Owner as liquidated damages as described herein. In such case the Owner, at their sole discretion, may award the Contract to the next lowest responsible bidder, or reject all bids.

**SUBLETTING OR ASSIGNING OF CONTRACT:**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, of his right, title or interest therein.

**REJECTION OF BIDS:**

The Owner reserves the right, at their sole discretion, to reject any or all bids or parts thereof. Bids may be rejected if they show any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind.

**REFERENCES**

Bidder must supply a list of all work completed on similar projects 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.

## **SCOPE OF WORK**

Furnish all labor, materials and equipment and perform all operations required for the complete installation of all roofing, sheet metal, roof insulation, wood blocking, demolition and miscellaneous related work to replace approximately 7000 square feet of sloped roof on the Barnstable County Superior Courthouse.

### Materials:

- Architectural style, 240 pound or heavier, 130 MPH wind warranty roof shingles with twenty-year (20) guarantee on material defects and installation workmanship errors (color to match existing)
- Ice and water shield
- Synthetic underlayment paper
- Galvanized roofing nails
- Aluminum drip edge
- Aluminum and neoprene soil pipe flashings
- Open metallic valleys

### Procedure:

#### **Building must be protected from weather at all times during the project**

- Rip and remove existing roof
- Nail existing sheathing as needed-replace as needed and as agreed upon by owner
- Apply ice shield at all eaves and valleys
- Apply synthetic underlayment to entire roof
- Apply/nail shingles in accordance with manufacturer's instructions (hurricane nailed)
- Apply drip edge at all eaves and rakes
- Install new soil pipe flashings
- Throughout the project all property and landscaping is to be protected. All construction debris is to be removed from property and disposed of properly

#### **D. Legally and properly remove and dispose of all the old roof material.**

## **CONDITIONS TO THE SPECIFICATIONS**

1. It is the intent of the County Commissioners that the specifications offered in the bid, consistent with the warranty, be the minimum requirements, with respect to quality of product and its application.

2. All interested bidders shall submit a copy of the manufacturers specifications for the product they are bidding and shall be sealed in the bid envelope and shall become the specifications for that bid.

3. Contractor shall include in his bid the labor rates per hour costs for any unforeseen work that may have to be done to properly complete this project. All wages must be paid in compliance with the attached Prevailing Wage Rates.

## **SPECIAL CONDITIONS**

### **SITE VISITATION:**

1. The contractor should visit the Superior Courthouse to fully acquaint the company with all existing conditions, facilities, and restrictions and to assure themselves that the site is adequate for their operation. To schedule an appointment for visiting the site prior to the bid opening, Don Reynolds, Director of Facilities, Barnstable County (508) 375-6603.

### **QUALIFICATIONS OF INSTALLERS:**

1. Roofing and flashing system shall be applied only by a factory trained and approved roofing contractor familiar with the product and in strict compliance with the manufacturers instructions.
2. The successful bidder shall be responsible for the acceptance of his company by the roofing system manufacturer and that the materials and workmanship provided by him are in accord with the manufacturers specifications. Failure of the bidder to comply with the above provisions will not be allowed. The bidder shall show proof before the contract is awarded that he has complied with the above provisions, and at the completion of the work, the manufacturer's twenty (20) year warranty will be issued.

### **MANUFACTURERS RECOMMENDATIONS:**

1. Submit **two (2)** copies of the manufacturers' current recommended method of installation for the proposed roofing system.

### **PRODUCT DELIVERY AND STORAGE:**

1. All products delivered to the job shall be in the original unopened containers.
3. Store adhesives at temperatures above 40 degrees F (+5 degrees C).
4. Replacements – In the event of damage, immediately make repairs and replacements.

### **JOB CONDITIONS:**

1. Roof materials may be installed under certain adverse weather conditions (temperature, moisture, humidity), but consultation with the manufacturer is advised since production costs may be affected and certain precautions recommended.

**WARRANTY:**

1. The roofing contractor shall furnish to the Owner the manufacturers standard 20-year warranty on materials defects and installation workmanship errors (color to match existing). Shingles are to be 240 pounds or heavier, 130 mph wind warranty.

**EXISTING CONDITIONS:**

1. Bidders shall visit the site and carefully examine the area affected and the conditions which may affect proper execution of the work. No claims for extra costs will be allowed because of lack of full knowledge of the exposed existing conditions.

**SAFETY:**

1. Take necessary precautions for the safety of employees on the work, and comply with applicable OSHA provisions to prevent accident, or injury to persons on, about, or adjacent to the premises where the work is being performed. Erect and properly maintain, at all times as required by the conditions and progress of the work, necessary safeguards for the protection of workmen and the public and post danger signs warning against the hazards created by such features of construction as protruding hoists, scaffolding, and falling material.

**FIELD QUALITY CONTROL:**

1. A representative of the roofing manufacturer shall be present for the start of the installation of the membrane and thereafter shall make periodic inspections until job completion.

**PROTECTION:**

1. As the existing building is presently occupied, it will be the roofer's responsibility to protect the areas below at all times from leaks caused during re-roofing. The roofer is to strip off only that section of roof and flashings he feels confident he can re-cover 100% on that same day with a completed or temporary roofing system, prior to removing additional roofing. If a sudden thunder shower does occur, it shall be the roofer's responsibility to have precautionary measures at hand to provide a weathertight roof. No wet insulation is to be roofed.

**HEALTH AND SAFETY LAW:**

1. The work shall be executed in strict accordance with the OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

**WEATHER PROTECTION:**

1. Work shall be executed in strict accordance with Weather Protection Standards as set forth in Chapter 497 of the Acts of 1960, effective September 30, 1970, of the Massachusetts General Laws, as amended.

**GLASS BREAKAGE:**

1. All glass breakage caused because of negligence or any other reason, shall be replaced at no cost to Owner.

**SANITARY NECESSITIES:**

1. Will be available as directed by the Director of Facilities, or his designee.

**SERVICES:**

1. Water: Owner will furnish water. Contractor shall provide, maintain and protect all temporary lines and connections for water needs on projects.

2. Light and Power: Contractor shall provide temporary feeders at sufficient capacity from existing panels to supply light and power requirements during construction. Owner will pay cost of power consumed.

**VEHICULAR PARKING:**

1. Parking area for employees of general and subcontractors, various construction vehicles, and visitors vehicles shall be designated by the Director of Facilities or his designee.

**SURVEYS, PERMITS AND REGULATIONS:**

1. General Contractor shall secure and pay for all certificates of inspection, permits and licenses, that may be required by authorities having jurisdiction over work, and necessary for protection of work.

**BID BOND/CERTIFIED CHECK:**

1. Each bid must be accompanied by a bid deposit in the form of a certified, cashier's, or bank check or Bid Bond made payable to the County of Barnstable in the amount of five percent (5%) of the total amount of the project bid. The Checks or Bid Bonds of the unsuccessful bidders will be returned with in fourteen (14) days of the date of the contract award notice. The successful bidder's Certified Check or Bid Bond will be returned within fourteen (14) days after completion and acceptance of the project by the County of Barnstable.

2. The successful bidder will be required to furnish and pay for a Payment Bond, in the amount of fifty percent (50%) of the contract price.

3. The Payment Bond shall be delivered to the Barnstable County Commissioners' Office no later than ten (10) days from the date of notification of the contract award.

**REQUIRED DOCUMENTS:**

The following documents must be included in your bid. Failure to include these documents may result in rejection of your bid:

1. Bid Form
2. Certificate of Non-Collusion and Tax Compliance
3. Bid deposit in the amount of 5% of bid price
4. W-9 Form
5. Two (2) copies of the manufacturers' current recommended method of installation for the proposed roofing system.
6. List of references, that includes all work on similar contracts within the last five years.

**BID FORM**

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the "INVITATION TO BID: Roof Repair to First District Courthouse" for the price indicated below.

**Price Proposal: \$ \_\_\_\_\_**

Unit prices –unit price per square foot for removal and replacement of light weight concrete fill previously damaged by leaks.

**Unit Price per square foot: \$ \_\_\_\_\_**

**Wage rates for unforeseen work: \_\_\_\_\_**

BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: BIDDER has examined copies of all the Contract Documents and of the following Addenda:

Date \_\_\_\_\_ Number \_\_\_\_\_  
Date \_\_\_\_\_ Number \_\_\_\_\_

The undersigned certifies under 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 paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signed: \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

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.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

**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 30B.

# Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

**Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

**Business name**, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶

**Legal Address:** number, street, and apt. or suite no.

**Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

**City, state and ZIP code**

Phone # ( )

Fax # ( )

Email address:

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2. **Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Social security number**

□□□-□□-□□□□

OR

**Employer identification number**

□□-□□□□□□□□

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No \_\_\_ Yes \_\_\_ If yes, attach a copy of the letter from the State Ethics Commission. Individual information, including address will be part of the public record and accessible under Freedom of Information.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

**Sign Here**

**Authorized Signature ▶**

**Date ▶**

### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup

conditions. This is called "backup withholding."

Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or

**5.** You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect**

withholding

**If you are a foreign person, use the appropriate Form W-8.** See **Pub 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 29% and pay to the IRS of such payments under certain

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

**to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

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## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other

## What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> The minor <sup>2</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 29% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2311 or 973-2655**

**Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.**