

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

Elaine Davis
Chief Procurement Officer

Invitation for Bids

Barnstable County is seeking sealed bids from qualified contractors to furnish all labor, materials and equipment and to perform all operations required for the paving and repaving of the parking area at the new Health Lab in Barnstable, MA.

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

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 **August 22, 2013 at 10:15AM. No exceptions allowed.**

Sealed envelopes containing bids shall be clearly marked "**Bid – Health Lab Paving**".

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.

All bids for this project are subject to the provisions of Massachusetts General Laws, Chapter 30, Section 39M as amended. Prevailing wages apply. Site visit mandatory.

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 August 7, 2013.

Elaine Davis
Chief Procurement Officer

HEALTH LAB PARKING LOT

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for to furnish all labor, materials and equipment and perform all operations required for the paving and repaving of the parking area at the new Health Lab in Barnstable, Mass.

Bids must be submitted on the attached Bid Form in a sealed envelope labeled “**Bid –Health Lab Paving**” 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 **August 22, 2013 @ 10:15AM**. *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 necessary bonds, the bid will be awarded to the next lowest bidder.

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

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

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

- 1.) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- 2.) that all employees 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;
- 3.) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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.

Contractor shall completely prepare the site for construction and erection, furnish labor, materials, fabrication, tools and equipment and perform all work included in the Scope of Work.

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** (Att. B) 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 seven (7) 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.

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**.

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 and install all labor, materials and equipment and perform all operations required for the paving and repaving of the parking area at the new Health Lab in Barnstable, Mass. Work area defined on map attached hereto (Attachment D) and measuring approximately 60' x 160'.

- A. Set final grade existing sub-base material on 60' x 60' area
- B. Furnish and place 1.5" of underlay and 1.5" of top course including 12" Cape Cod berm on grass side

CONDITIONS TO THE SPECIFICATIONS

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.

SITE VISITATION:

A mandatory site visit will be held on August 13, 2013 at 10:30AM. Contractors are to report to the new Barnstable County Health Lab at the top of the hill in the County Complex, at 3195 Main St., Barnstable, MA.

REQUIRED DOCUMENTS:

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

- Attachment A: Fully Executed Certificate of Non-Collusion and Tax Compliance
- Attachment B: Bid Form
- Bid deposit in the amount of 5% of the bid price.
- Attachment C: List of references which include all work on similar contracts.

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE (ATTACHMENT A)

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.

BID FORM (Attachment B)

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: Furnish all labor, materials and equipment and perform all operations required for the Paving and Repaving of the parking are at the new Health Lab in Barnstable, MA.

Price Proposal: _____ **dollars (\$**_____ **)**

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 10 (10) 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 _____

BIDDER agrees that Prevailing Wage Rates as attached will be paid for the appropriate classification of work.

BIDDER certifies 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;

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: _____

ATTACHMENT C:

REFERENCE FORM

Bidder: _____

IFB Title: _____

Bidder must provide references for:

Bidder must supply a list of all work completed on similar projects within the last five years.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

attach additional sheets if necessary

SAMPLE AGREEMENT

This agreement made the **XXXX** by and between **XXXXXXXXXXXX** hereinafter called the "CONTRACTOR" and the County of Barnstable hereinafter called the "COUNTY".

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

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials/services called for in the specifications for:

“Invitation for Bids for **XXXXXXXX**.”

ARTICLE 2. TIME PERIOD

- A. This contract is for the period of **XXXXXXXX**.
- B. The work to be done under this contract shall be completed: **see “A”**.

ARTICLE 3. THE CONTRACT SUM

The County shall pay the contractor:

- A. **prices submitted in your bid documents.**
- B. **See “A”**

ARTICLE 4. TIME OF PAYMENT

The County shall pay the Contractor on original invoices only.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Bid together with this Agreement, form the Contract, and they are as fully a part of the Contract as attached and incorporated herein by reference.

ARTICLE 6. TERMINATION FOR CAUSE

The County may terminate this Agreement, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

IN WITNESS WHEREOF the parties hereto have executed the Agreement, the day and year first above written.

By: _____

COUNTY OF BARNSTABLE

BARNSTABLE COUNTY COMMISSIONERS