

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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

Phone: (508) 375-6637
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edavis@barnstablecounty.or

Invitation for Bids

Barnstable County is seeking bids from shellfish seed suppliers approved by MA Division of Marine Fisheries (DMF) to provide bulk shipments of the following shellfish seed, to the towns in the County for Summer, 2018; hard clam/quahog (*Mercenaria mercenaria*) seed **not less than 2mm (seed requested is to be 2mm to 3mm, or R-1.5)**, oyster (*Crassostrea virginica*) singles seed **not less than 12 mm (seed requested is to be 12mm in length, or R-8)**, and oyster (*Crassostrea virginica*) singles seed **not less than 3 mm (seed requested is to be 3mm to 4mm in length, or R-2)**.

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, 3195 Main Street, 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 November 30, 2017 at 10:00AM

Sealed envelopes containing bids shall be clearly marked "**Shellfish Bids – 2018.**"

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 30B as amended.

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 6th Day of November, Two Thousand and Seventeen.

Elaine Davis
Chief Procurement Officer

Barnstable County

Bid Specifications

Barnstable County is seeking sealed bids on behalf of the Towns within Barnstable County from Massachusetts certified suppliers to provide a bulk shipment of hard clam/quahog (*Mercenaria mercenaria*) seed not less than 2mm (seed requested is to be 2mm to 3mm, or R-1.5), oyster (*Crassostrea virginica*) singles seed not less than 12 mm (seed requested is to be 12mm in length, or R-8), and oyster (*Crassostrea virginica*) singles seed not less than 3 mm (seed requested is to be 3mm to 4mm in length, or R-2) to the Towns for the Summer of 2018.

INFORMATION FOR BIDDERS:

Bidders are not required to bid on all items. The responsive, responsible bidder offering the lowest price for each type of seed will be awarded the bid.

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.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 30 days of the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the awarding authority and the apparent lowest responsive and responsible bidder.

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB.

Questions about the IFB

Questions concerning this Invitation for Bids must be submitted in writing, no later than November 22, 2017 at 4:00PM and should be directed to:

Elaine Davis, Chief Procurement Officer

PO Box 427
Barnstable, MA 02630
Fax: (508) 362-4136
Email: edavis@barnstablecounty.org

Responses will be included in an addendum that will be emailed or faxed to all bidders of record.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the awarding authority 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 City 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.

Right to Cancel/Reject Bids

The County of Barnstable reserves the right to reject any or all bids, to waive any informality in a bid, and to award the contract/contracts as decided to be in the best interest of the County, and notes that seed shipment and movement shall conform to all Division of Marine Fisheries Policies.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 30 days following the bid opening.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Barnstable County is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

Rule for Award

Bid will be awarded to the responsive, responsible vendor offering the lowest price for each category of seed.

Quality Requirements:

- 1.) Bidders must be able to provide the items described in the **Purchase Description** and comply with all **Bid Submission Requirements**
- 2.) Bidders must be able to show they have been previously approved by MA DMF to distribute

shellfish seed in MA or must be present on the list of sources published online
<https://www.mass.gov/service-details/find-an-approved-shellfish-seed-hatchery>

3.) Bidders must have been a licensed retailer and servicer of the above listed supplies for a minimum of five (5) years.

PURCHASE DESCRIPTION

Bidders are not required to bid on all items. The responsive, responsible bidder offering the lowest price for each category of seed will be awarded the bid. Failure to bid on all items will not prejudice the bid proposals entered. Actual amounts of seed to be purchased will be determined by bid price and available funds.

Seed must be delivered no later than the date listed for each category. **Seed not delivered by date listed for the category will be subject to a 5% decrease in price per week it is late.**

Deliveries will be made to the offices of Cape Cod Extension, or to a location agreed upon by the Extension office. 7 days notification is required prior to receiving a shipment of seed. Seed will then be distributed to the towns, in an equitable manner developed by the Division of Marine Fisheries, the County, and by request of the town. ***Some towns may have an interest in receiving earlier seed deliveries so the vendor can deliver the seed in multiple shipments if agreed upon with the Extension office in coordination with the towns.***

Payment for seed purchased through this bid may be from Barnstable County, the towns, or a combination thereof.

Quahog Seed:

2mm to 3mm (R-1.5)

To be delivered no later than June 15, 2018. Actual amounts of seed to be purchased will be determined by bid price and available funds, though in recent years quahog seed purchases have been in the 10-15 million seed range.

Oyster Seed – 12mm (R-8)

Size - 12mm (R-8).

To be delivered no later than June 1, 2018. Actual amounts of seed to be purchased will be determined by bid price and available funds, though it is expected the final amount of seed to be purchased will be in the range of 500-900k.

Oyster Seed – 3 mm to 4mm (R-2)

Size - 3mm to 4mm (R-2).

To be delivered no later than June 22, 2018. Actual amounts of seed to be purchased will be determined by bid price and available funds, though it is expected from previous years purchases the total amount will be in the 500k to 1 million seed range.

BID SUBMISSION REQUIREMENTS:

Bidders who respond to this request must include the following:

1. a cover letter expressing your interest in responding, which includes a history, qualifications, or resume of your hatchery/business experience. It is expected the bidding hatchery will have at least 5 years of experience with production of seed of similar size and quantity as described above and will provide associated references for this experience.
2. a copy of your current permits to supply shellfish seed
3. a short narrative describing **where and how** animals will be held in the nursery setting prior to shipment and how the animals will be delivered to the offices of Cape Cod Cooperative Extension or to a location in Barnstable County agreed upon by the Extension office. Bidding hatcheries are expected to minimize mortality and growth stunting through adequate culture methodology and delivery of the animals. Seed will be rejected if they exhibit signs of poor health such as high mortality upon arrival.
4. Completed and signed County bid form (Attachment B) indicating the cost of the seed per thousand for each type of seed you are bidding on.
5. Completely executed Certificate of Non-Collusion and Tax Compliance (Attachment A) representing that the bidder submits their proposal in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any and that the vendor has filed all state tax returns and paid all state taxes required under the law. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment A.) In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

*** Failure to submit the above items may disqualify the bid response.**

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: _____

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.

**ATTACHMENT B
2018 BID FORM**

The County of Barnstable reserves the right to reject any or all bids, to waive any informality in a bid, and to award the contract/contracts as decided to be in the best interest of the County.

Bid award is subject to the Shellfish Advisory Committee recommendation, and the County Commissioners Approval.

Bidders are not required to bid on all items (i.e. they may bid on one or all items listed below).

This bid submission has been submitted by the following firm, and with the recognition that all bid requirements must be met, including the date of latest delivery listed for each category of seed.

Quahog Seed:

2mm to 3mm (R-1.5), To be delivered no later than June 15, 2018.

Price per thousand: _____

Oyster Seed – 12mm (R-8)

Size - 12mm (R-8), To be delivered no later than June 1, 2018.

Price per thousand: _____

Oyster Seed – 3 mm to 4mm (R-2)

Size - 3mm to 4mm (R-2), To be delivered no later than June 22, 2018.

Price per thousand: _____

Actual amounts of seed to be purchased will be determined by bid price and available funds.

Company Name _____

Address _____

_____ Tel. No. _____

Submitted by: _____ Date _____

Please Print

Signed _____

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

THIS AGREEMENT is made this _____ day of _____ 2018 by and between xxxxx (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes 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 on behalf of the Towns within Barnstable County from Massachusetts approved suppliers to provide a bulk shipment of hard clam/quahog (*Mercenaria mercenaria*) seed not less than 2mm (seed requested is to be 2mm to 3mm, or R-1.5), and/or oyster (*Crassostrea virginica*) singles seed not less than 12 mm (seed requested is to be 12mm in length, or R-8), and/or oyster (*Crassostrea virginica*) singles seed not less than 3 mm (seed requested is to be 3mm to 4mm in length, or R-2) to the Towns for the Summer of 2018.

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

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the category: XXXXXX.

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 the services outlined in the Scope of Services.
3. Time of Performance. Work is to be completed no later than XXXXXX.
4. Payment. XXXXX
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 151B§(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 "Exhibit 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 Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ronald Beaty

Date

FOR THE CONTRACTOR:

Date
