

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:  
edav@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

**Invitation for Bids**

Barnstable County, Massachusetts, through its Chief Procurement Officer is seeking Bids for Fire Alarm System Replacement at the 2<sup>nd</sup> District Courthouse, 237 Rock Harbor Road, Orleans, MA

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 **May 8, 2013** at 10:00AM. No late bids will be accepted.

Sealed envelopes containing bids shall be clearly marked "**Alarm System – 2<sup>nd</sup> District**"

**NOTE: One original and three (3) 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 149 and other applicable laws. Prevailing wage rates apply. Mandatory site visit.

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, 2013.

Elaine Davis  
Chief Procurement Officer

**BARNSTABLE COUNTY**  
**INVITATION FOR BIDS FOR FIRE ALARM SYSTEM REPLACEMENT AT THE**  
**BARNSTABLE COUNTY 2<sup>nd</sup> DISTRICT COURTHOUSE, 237 ROCK HARBOR ROAD,**  
**ORLEANS, MA**

The County of Barnstable will receive sealed bids for fire alarm system replacement at the Superior Courthouse, 3195 Main St., Barnstable, MA **on May 8, 2013 at 10:00AM. Late bids will not be accepted.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, 3195 Main Street, Barnstable, Massachusetts 02630 or downloaded from the County website at: <http://purchasing.barnstablecounty.org>.

If this Invitation for Bids is distributed electronically, respondents 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 proposal or attachments. Barnstable County accepts no liability and will provide no accommodation to respondents who fail to check for amended proposals and submit inadequate or incorrect responses or submit responses based on out of date information or information supplied by a source other than Barnstable County.

Respondents may not alter (manually or electronically) the proposal language or any proposal documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this proposal are prohibited and may disqualify a response.

All bids 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 the County of Barnstable in an amount equal to five percent (5%) of the bid price. Bid Bonds shall be issued by a company qualified to do business in the Commonwealth.

No bidder may withdraw his Bid for a period of thirty (30) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the opening thereof.

The successful Bidder must furnish a Performance Bond and a Payment Bond both in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, for the faithful performance of the contract.

All work of the contract shall be completed by June 30, 2013.

All bids for this project are subject to the provisions of Massachusetts General Laws, Chapter 149, as amended. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27D, inclusive. Prevailing wages attached as Attachment E. The Owner reserves the right to waive any informality in or to reject any and all bids if it were in the public interest to do so.

Bidders shall certify that they do not, and will not, maintain or provide for their employees any facility that is segregated on the basis of race, color, creed, or national origin.

The Owner reserves the right to reject any or all Bids or to accept any Bid deemed by them to be in the best interest of the County of Barnstable, and to limit the extent of the work to keep within the limits of available funds.

## INFORMATION FOR BIDDERS

### 1. DEFINITIONS

- A. Owner: The County of Barnstable will be referred to as the Awarding Authority, Owner or County in this contract.
- B. Contractor: is the person or company who has entered into a contract with the County to perform the work specified in this contract in accordance with these specifications.
- C. Engineer: is M J Supranovicz Associates, the design engineer of record on this project.

### 2. RECEIPT AND OPENING OF BIDS

- A. The County of Barnstable, Massachusetts, herein called the Awarding Authority or Owner, will receive sealed Bids for Fire Alarm System Replacement for Second District Courthouse on May 8, 2013 at 10:00AM.
- B. Forthwith after the time limits for the filing of bids, such bids shall be publicly opened and read aloud. In the event there is a conflict between the written bid price and the numerical bid price, the written amount shall prevail.
- C. Any bid received after the time and date specified shall not be considered. Unbalanced bids may result in forfeiture of bid.

### 3. BID FORM

- A. Each Bid shall be submitted on the required Bid Form (Att. A). All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum price for which the Bid is made.
- B. Bid Forms shall be completed in blue ink or by typewriter. The Bid unit prices and the total price of the contract shall be stated in words and figures in the appropriate spaces provided in the bid form. Additionally the bidder is required to provide unit prices in the forms provided. These unit prices will be used to determine the total added cost or credits for modifications of the actual work performed. Discrepancies between words and figures will be resolved in favor of words.
- C. A bid, which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.
- D. Bids by corporations shall 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 shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- E. Bids by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- F. All names shall be typed or printed below the signature.

- G. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- H. The address, to which communications regarding the Bid are to be directed, shall be shown including business address, mailing address, phone number, fax number and email address, if available.
- I. One original and three copies of each Bid shall be submitted in a sealed envelope plainly marked on the outside with the name of the Bidder, his address, and the name of the project for which the Bid is submitted, "Alarm System – 2<sup>nd</sup> District".
- J. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.
- K. All bids for this project are subject to the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 149 and all other applicable laws.

#### **4. BID DEPOSIT**

- A. Each Bid submitted in accordance with the required procedure shall be accompanied by a bid deposit in the form of a bid bond, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Owner, in the amount of five percent (5%) of the value of the respective Bid. Only bonds from companies licensed to do business in the Commonwealth of Massachusetts shall be accepted and the bond shall so state.
- B. All bid deposits of general bidders except those of the three lowest responsible and eligible general bidders shall be returned within five (5) days, Saturday, Sundays and legal holidays excluded, after the opening of bids. The three deposits withheld shall be returned upon execution and delivery of the general contract; except that if the selected general bidder fails to execute an Agreement and furnish the required bonds and insurance certificates, their deposit shall become the property of the Awarding Authority as liquidated damages in an amount not to exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder.

#### **5. WITHDRAWAL OF BIDS**

- A. Bidders may not withdraw or modify their bids for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, following the opening of the bids.

#### **6. QUESTIONS AND INTERPRETATIONS**

- A. Any questions regarding the contract documents shall be submitted in writing no later than May 1, 2013. 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](mailto:edav@barnstablecounty.org)
- B. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all bidders of record and the addenda shall become part of the contract documents.

C. No other form of communication in this regard will be considered legal and binding.

## **7. SITE VISIT**

A.) **All bidders are required to be present at a mandatory site visit, which will be held on April 22, 2013 at 2:00PM. Vendors are to report to the 2<sup>nd</sup> District Courthouse, 237 Rock Harbor Road, Orleans, MA**

## **8. DELETIONS FROM CONTRACT**

A. The Awarding Authority reserves the right to delete any portion of the work, and to adjust the quantities of work at any time.

## **9. EXAMINATION**

A. By submitting a bid, the bidder warrants that they have examined the site of the work, the specifications and drawings and have fully acquainted themselves with all conditions and restrictions pertaining to the work and execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

## **10. BONDS**

A. The selected Bidder shall provide performance and payment bonds at the time of execution of the contract.

B. The bonds shall be in amounts equal to 100% of the contract amount, shall be by a surety qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority.

## **11. ABILITY AND EXPERIENCE**

A. All bidders responding to this solicitation must complete Attachment B, References.

B. The Awarding Authority may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard and shall furnish same under oath if required.

C. Vendors must have a minimum of five (5) years experience in their respective fields.

D. 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.

## **12. GENERAL INSURANCE REQUIREMENTS**

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.

### **13. AWARD OF CONTRACT**

- A. The Contract will be awarded to the lowest responsible and responsive bidder, as defined in Chapter 149, General Laws of Massachusetts, as amended to date.
- B. The Owner may reject, as informal, bids that are incomplete, conditional or obscure or that contain additions or erasures that are not initialed or other irregularities.
- C. If the Contract is to be awarded, the Owner will give the successful Bidder a Notice of Award accompanied by unsigned counterparts of the Agreement and all other applicable Contract Documents within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, of the Bid opening.

### **14. INFORMATION NOT GUARANTEED**

- A. All information given on the Drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.
- B. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the other Contract Documents.
- C. It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to them or obtained in any examination made by them in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

### **15. MANUFACTURER EXPERIENCE**

- A. Wherever it may be written that a manufacturer must have a specified period of experience with their product, material which does not meet the specified experience period can be considered if the material supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that material in the event of failure.

### **16. EXECUTION OF AGREEMENT**

- A. The successful Bidder will be required to execute the Agreement presented by the Owner and furnish the required performance and payment BONDS and insurance certificates within five (5) days, excluding Saturday, Sundays and legal holidays, from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the bid shall become the property of the OWNER.

## **17. STATE WAGE RATES**

- A. Massachusetts Wage Rates as determined by the Commissioner of the Department of Labor and Industries under provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on Massachusetts Wage Rates for those trades people who are not covered by this schedule of wage rates, but who may be employed for the proposed work under this contract. (Attachment D)
- B. Awarded bidder is to submit weekly certified payroll reports (Attachment E) to the County before payment can be made.

## **18. SAFETY AND HEALTH REGULATIONS**

- A. The successful bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PS-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).
- B. The successful bidder shall have a competent person or persons, as required under Occupational Safety and Health Act on the Site to inspect the work and to supervise the conformance of the work with the regulations of the Act.
- C. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)." Contractors shall be familiar with the requirements of these regulations.
- D. 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;
- E. 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.

## **19. NON-DISCRIMINATION IN EMPLOYMENT**

- A. Contracts for work under this proposal will obligate the Contractor not to discriminate in employment practices.
- B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the

contract.

**20. ACCESS TO SITE**

- A. Representatives of the Owner shall have access to the work wherever it is in preparation or progress and the successful Bidder shall provide proper facilities for such access and inspection.

**21. "OR EQUAL" CLAUSE**

- A. Whenever the specifications define the material or article required by using the name of the proprietary product or of a manufacturer or vendor rather than by using descriptive detail of substance and function, the words "or equal" are to be understood to follow immediately the name of the maker, vendor, or proprietary product. The words "or equal" shall be interpreted as including any material or article which, in the opinion of the Engineer, is equal in quality, durability, appearance, strength and design to the article named and which will perform adequately the functions imposed by the general design, and which conforms substantially to the requirement of the specifications.
- B. Whenever in the specifications the names of manufacturers are mentioned as indicating that their products will comply with a particular specification, or when specific trade names or plate numbers or letters are mentioned, it is not intended to exclude products of other manufacturers whose names, trade names or symbols have not been mentioned, provided however, that such products otherwise comply, in the opinion of the Engineer, with the specification. The Engineer's opinion in all cases mentioned in this section shall be final.

**22. PROJECT GUARANTEE**

- A. The Contractor guarantees that the work and services to be performed under the Contract and all workmanship, material, and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the Agreement. If part of the work is accepted by the Owner, the guarantee for that part of the work shall be for a period of one year from the date fixed for such acceptance.
- B. If at any time within said period of guarantee any part of the work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.
- C. It is hereby, however, agreed and understood that this guarantee shall not include any repairs or replacements made necessary by any cause or causes other than improper, inadequate, or defective work, workmanship materials, or design by the Contractor or those employed directly or indirectly to the Contractor.

**23. MASSACHUSETTS SALES AND USE TAX**

- A. Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax to the extent permitted by General Laws Chapter 6 & 11, Section 6 (f). The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating their bid for the work.

**24. CHANGE ORDERS**

- A. The County of Barnstable without invalidating the contract may order changes in the work consisting of additions, deletions, or modifications, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by written change order signed by the County of Barnstable or their duly authorized agent.
- B. The contract sum and the contract time may be changed only by change order.
- C. The cost or credit to the County from a change in work shall be determined by mutual agreement.

**25. CONTRACTOR'S RECORDS**

- A. The Contractor shall retain their records for at least six years after the final payment.
- B. During 6-year period, the Owner, the Inspector General and the Deputy Commissioner of Planning and Operations shall have the right to inspect these records.
- C. The Contractor shall notify the awarding authority of any changes in his bookkeeping and related matters, with a CPA letter of comment.
- D. The contractor shall file annually an audited financial statement.

**26. MBE/WBE GOALS**

- A. Public entities receiving construction grants shall make positive efforts to use minority and women owned businesses for supplies and services. Such efforts, at a minimum, should allow these services the maximum feasible opportunity to compete for sub-agreements to be performed using state monies.

**27. SUPERVISION**

- A. The Contractor shall designate a "Job Superintendent" at the award of any one or various projects for the County of Barnstable. This Job Superintendent shall have the authority to speak for and bind the contractor to terms and conditions. This Job Superintendent must be present during the prosecution of work. The Contractor shall identify in writing the Job Superintendent before the work begins. Any change in supervision shall have the prior written approval by the County. If this requirement is not met, the County may, after one written warning and at his sole option, charge the Contractor a penalty payment for \$500 per day until the Job Superintendent is on the job site.

**28. REQUIRED DOCUMENTS: The following must be submitted with your bid. Failure to include these documents may cause your bid to be rejected.**

- Attachment A: Certificate
- Attachment B: References
- Attachment C: Bid Form
- 5% Bid Bond

**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

**ATTACHMENT B: REFERENCE FORM**

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

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

**Bidder must provide references for:**

Bidder must submit a complete list of all customers they have performed work for at least five (5) years, with contact names and telephone numbers.

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***

**BID FORM (Attachment C)**

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: to install and furnish all labor, materials, equipment and to perform all operations required for the complete replacement of the fire alarm system at the Second District Courthouse, Orleans, MA.

**BASE BID:**

Price Proposal: \_\_\_\_\_ dollars (\$\_\_\_\_\_)

**ALTERNATE 1: Maintenance Plan**

	Hourly per technician	Travel costs
MAINTENANCE FOR Years 2 – 5		
UNSCHEDULED MAINTENANCE		

BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for thirty (30) 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 \_\_\_\_\_

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;
- 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.

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 D**

**UNIT PRICING**

Vendor is to provide unit pricing for the following items as per Section 1.33 in the bid specifications.

ITEM	DESCRIPTION	UNIT PRICE
UP-1	Specified spot type smoke detector including base	
UP-2	Specified duct smoke detector	
UP-3	Specified spot type heat detector including base	
UP-4	Point addressable manual station	
UP-5	Point addressable monitor module	
UP-6	Point addressable control module	
UP-7	ADA horn/strobe	
UP-8	Magnetic door holder	
UP-9	Remote alphanumeric annunciator	
UP-10	Remote notification appliance power supply	

Vendor: \_\_\_\_\_

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

\_\_\_\_\_

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

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: Fire Alarm Replacement at the 2<sup>nd</sup> District Courthouse, Orleans, MA**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated April 10, 2013, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_

You are required to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within five (5) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

\_\_\_\_\_  
Elaine Davis, Chief Procurement Officer

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

# AGREEMENT (sample)

This agreement made the (date) between (bidder) 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 Fire Alarm System Replacement at the 2<sup>nd</sup> District Courthouse in Orleans, MA”**

## **ARTICLE 2. TIME PERIOD**

- A. Work is to begin XXXX
- 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. **The prices submitted on your bid**
- B. See “A”.

## **ARTICLE 4. TIME OF PAYMENT**

The Contractor shall be paid 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**