

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE

**Elaine Davis**  
Chief Procurement Officer  
edavis@barnstablecounty.org

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

Phone: (508) 375-6637  
Fax: (508) 362-4136

**Invitation for Bids**

Barnstable County, through the Chief Procurement Officer is seeking sealed bids for the supply and delivery of Construction Items to the County of Barnstable and other political subdivisions, for the period of July 1, 2018 through June 30, 2019. .

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 17, 2018 at 10:00AM.**

Sealed envelopes containing bids shall be clearly marked **“Bid- Construction Materials – 19”**

**NOTE: One original and two (2) copies of each bid shall be submitted as well as a digital copy of the pricing sheet. 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, 39M.

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 25th Day of April, Two Thousand and Eighteen.

Elaine Davis  
**Chief Procurement Officer**

## **BARNSTABLE COUNTY**

### **Invitation for Bids for Construction Materials**

#### **General Information and Bid Submission Requirements**

This bid is being offered by the County of Barnstable for all Town, County and School Departments within Barnstable County for the period of July 1, 2018 through June 30, 2019.

#### **Bid Delivery**

All bids must be delivered to:

Barnstable County Purchasing Department  
3195 Main Street  
PO Box 427  
Barnstable, MA 02630

**Bids must be delivered by 10:00AM on May 17, 2018.**

One original and two copies of the bid should be submitted. Bids must be sealed and marked as follows: Construction Supplies – FY '19.

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

#### **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 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between Barnstable County 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 e-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 May 10, 2018 to:

Elaine Davis

PO Box 427  
3195 Main Street  
Barnstable, MA 02630

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

Questions may be delivered, mailed, emailed or faxed. Written responses will be e-mailed, faxed or emailed to all bidders on record as having picked up the IFB.

### **Modification or Withdrawal 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.

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.

### **Right to Cancel/Reject Bids**

Barnstable County reserves the right to cancel this IFB, or reject in whole or in part any and all bids, if it is determined that cancellation or rejection serves the best interest of Barnstable County.

### **Bid Prices to Remain Firm**

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

### **Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Superior Courthouse 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.

## **II. Purchase Description/Scope of Services**

The purpose of this bid is to establish a vendor list for municipalities within Barnstable County to purchase construction items.

**The bid will be awarded to the three low bidders in four regions of the County. Users of the awarded contracts may purchase from any of the three award firms in their region for single purchases under \$10K. For purchases of \$10K or more, the users shall obtain three quotes and award to the lowest responsive, responsible quoting vendor.**

**Those regions are divided as follows:**

### **Locations:**

#### **Location A Upper Cape – Bourne**

Falmouth  
Mashpee  
Sandwich

#### **Location B Mid-Cape – Barnstable**

Yarmouth  
Dennis

#### **Location C Lower Cape – Brewster**

Harwich  
Chatham  
Orleans

#### **Location D Outer Cape – Eastham**

Wellfleet  
Truro  
Provincetown

Vendors will bid a price for the items on the attached list (Attachment D) that will remain fixed throughout the contract term (July 1, 2018 through June 30, 2019) frequently purchased **All pricing must include delivery charges.** We recognize that lumber is a commodity and subject to price impacts by natural disasters and legally imposed tariffs. In the event of such an occurrence, pricing will be reviewed. (and a direct market impact adjustment will be made on the market basket pricing)

Prices for the frequently purchased items and the discount for the catalog items shall include all labor, delivery, insurance and any other necessary expenses to fulfill the conditions of this contract.

### **Contract Term Length**

The contract is in effect from July 1, 2018 through June 30, 2019.

### **Price Submission**

Vendors are to submit a price for each item on the attached list (Attachment D). To qualify, vendors are to be able to provide at least 80% of the items on Attachment D.

### **Delivery Terms**

Vendors must be able to guarantee "next day" delivery whenever possible to the appropriate site inside the building as designated on the Purchase Order. All prices must be F.O.B., freight prepaid.

All deliveries shall be clearly marked with the correct "Ship To" name and address and Purchase Order Number.

Delivery to various departments shall be made to each individual office indicated on the Purchase Order.

Because all orders will be on an "as needed" basis, vendor must be familiar with the geographical area for delivery purposes.

The contractor shall provide packing slips for each shipment that reflect each purchase order in its entirety including backordered items. All packing slips are to include the account's billing address, the order's shipping address, customer account number and purchase order number, date on which order was placed, contractor's invoice number, description of each item ordered with quantity, stock number, shipping quantity and backorder quantity, number of pieces shipped on the order and date of shipment.

It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twenty four (24) hours from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the County reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

The County through its Purchasing Department reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

No substitutions can be made to requested items without prior approval by the using department.

The towns shall have the right to return items that are in saleable condition within 30 days and there will be no return or restocking charge.

The County reserves the right to cancel the contract upon written notice of documented unsatisfactory performance.

Awardee must deliver all ordered items within 24 hours after order, except for selected furnishings. In the event that an item ordered is not in stock, awardee must contact requesting department to offer a possible substitution. If the offer substitution is not acceptable, the back-order must be delivered within 48 hours after notification that item is not in stock. In the event that the item has become discontinued, requesting

department must be contacted to facilitate an “or-equal” product item at the same price, or lower, as its replacement.

The County reserves the right to solicit bids for construction materials during the life of the contract from other sources if deemed in their best interest. The contract awarded as a result of this bid process allows for the purchase of construction materials under the requirements of the Massachusetts bidding laws, but is not a guarantee of any specified amount of purchases.

Bids will be considered only from companies meeting the following minimum requirements:

- The company has been engaged in the construction supply business for a minimum of five (5) years.
- The company has successfully provided construction supplies to at least three customers, each having an annual minimal dollar value of \$100,000.00 and having multiple delivery and billing locations.
- The company maintains an area warehouse / distribution center with a minimum of 5,000 items in stock for immediate delivery.
- The company must be able to provide 95% of the items listed on Attachment D, Market Basket pricing list.

The following services shall be established to support the orders to be received under this bid.

- The vendor shall assign a sales person
- A person or persons shall be designated to receive telephone orders and be responsible for customer service for all accounts serviced.
- The vendor shall establish a telephone number in the local calling area, or a toll-free number, as will allow free calls to place verbal orders or for customer service. An email address and FAX number shall also be available to permit placing written orders. The vendor must also have the capability of accepting orders via email and provide a demonstration of such capabilities upon request.

The vendor shall respond to inquiries regarding product information, pricing, and availability of items ordered within 24 hours.

The contractor shall establish and maintain separate ship to and bill to addresses for all County and Municipal locations.

All pricing on the list of frequently purchased items must be a whole number.

**Rule for Award:**

Awards will be made to the three vendors offering the lowest overall prices on

Attachment D for each region of the County.

**Required Documents:**

- Attachment A: Certificate of Non-Collusion and Tax Compliance
- Attachment B: Reference Form
- Attachment C: Vendor Information
- Attachment D: Frequently Purchased Items Bid Sheet (Must be submitted in hard copy, but vendor is to include a digital copy on a USB flashdrive.)

**ATTACHMENT A**

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of business

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of person submitting bid or proposal

\_\_\_\_\_  
Name of business

**ATTACHMENT B**



**REFERENCE FORM**

Bidders must supply list of three customers that have been utilizing the vendor for a minimum of 1 year, each having an annual minimum dollar value of \$100,000.00 and having multiple delivery locations and billing locations. The following information shall be included for each customer listed:

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_  
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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Description and date(s) of supplies or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT C**

**VENDOR INFORMATION AND SIGNATURE FORM**

YEARS IN BUSINESS \_\_\_\_\_ Years (Minimum 5 years)

BARNSTABLE COUNTY REGION(S) YOU WILL SERVICE: (SEE PAGE 3 FOR TOWNS INCLUDED)

- Location A Upper Cape       Yes     No
- Location B Mid-Cape       Yes     No
- Location C Lower Cape     Yes     No
- Location D Outer Cape     Yes     No

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

Name of Submitting Contractor: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

(Name & Title of Person Signing Bid)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip Code)

Telephone: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

SAMPLE AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

Vendor Name  
Vendor Address

THIS AGREEMENT is made this XX day of XX 2018 by and between (Vendor) (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 for Supply and Delivery of Construction Items to Barnstable County and other political subdivisions, including Martha's Vineyard.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest overall prices on the list.

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 provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. July 1, 2018 through June 30, 2019
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 or Towns 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 Towns 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 Towns 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".

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

\_\_\_\_\_  
Sheila Lyons

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Date

\_\_\_\_\_

