

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

**Invitation for Bids**

**Barnstable County is seeking sealed bids on behalf of the Towns of Barnstable, Harwich, Wellfleet, Barnstable County and Sandwich Schools from qualified vendors for a contract for elevator maintenance.**

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 **February 10, 2015 at 10:00AM no exceptions.**

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

Sealed envelopes containing bids shall be clearly marked "**Bid –Elevator '15**".

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

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 21<sup>st</sup> Day of January, Two Thousand and Fifteen.

Elaine Davis  
**Chief Procurement Officer**

## **I. INTRODUCTION**

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

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

Bid issued	January 21, 2015
Deadline for Written Questions	February 3, 2015
Bid opening	February 10, 2015 at 10:00AM

## **III. INSTRUCTIONS TO BIDDERS**

### **1. Defined Terms**

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

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

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

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

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

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

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

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

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

### **4. Interpretations**

All questions about the meaning or intent of the Contract Documents shall be submitted to the County in writing, by February 3, 2015. Questions can be submitted by mail, email or fax to:

Elaine Davis, Chief Procurement Officer

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

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

### **5. Bid Security**

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

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

### **6. Contract Period**

This bid will be effective from July 1, 2015 through June 30, 2016, with the option to renew for one additional fiscal year. Continuation of the contract beyond 6/30/2015 (Fiscal Year 2016) is subject to the appropriation of funding for this purpose.

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

All materials and equipment incorporated in the work under the contract shall be new, first class and in accordance with the contract documents. All replacement parts, components or devices shall meet state code and be warranted by the manufacturer specifications as compatible. All workmanship must be performed by persons qualified in their respective trades and warranted for one year. Work not conforming to these warranties shall be deemed unacceptable and shall not be paid.

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

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

### **9. Bid Form**

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

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

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

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

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

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

### **11. Modification of Bids, Mistakes and Minor Informalities**

A bidder may correct, modify, or withdraw a bid by written notice received by the County prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

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

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

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

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

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

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

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

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The County reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive or conditional bids.

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

Investigations may be conducted as deemed necessary (including but not limited to requesting a list of all projects completed by a bidder) to assist in the evaluation of any bid and to satisfactorily establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents within the prescribed time.

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

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

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

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

All bids shall be submitted in accordance with all requirements of all laws and regulations governing the performance of work on the project or services. Bidder warrants and represents that it has read and is familiar with all such requirements.

### **17. Performance and other Bonds**

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

### **18. Fees**

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

### **19. Other**

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

Each Town shall be solely responsible for payment of invoices due contractor for work ordered and received by that Town only, as per MGL, Chapter 7, 22B. Vendors should expect payment within 30 days after the Town receives the invoice.

### **20. Prevailing Wage and OSHA Requirements**

Contractors on all construction projects must comply with the Prevailing Wage Rates for the appropriate classification of work. (Prevailing wage rates attached) Certified payroll records report must be submitted to the Town where the work was performed when submitting invoices.

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

- that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work:
- that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational

Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

The County and Towns shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the County and Towns, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.

The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification.

### **21. Intent**

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

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

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

Prior to the commencement of any Contract work of any nature, and in addition to other insurance, bonds or securities required by law or under Contract terms, the Contractor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Contractor will be maintained with companies assigned a letter rating in the "A-VIII" category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include County of Barnstable, and all other applicable political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.

- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, County of Barnstable.

**Liability Insurance**

The Contractor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Contractor, any subcontractor, or any of their respective agents or employees. The Contractor's liability shall not be limited to the extent of the insurance required herein. The Contractor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the County of Barnstable, and "all other political subdivisions," its agents, and employees, the Contractor, and any subcontractor performing work covered by this Contract from claims which may arise from operations by the contractor or by a subcontractor or by anyone directly or indirectly employed by either of them.

- a. **Commercial General Liability Insurance:** to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) General Aggregate. Such General Aggregate limit shall apply on a per project basis. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000). Products and completed operations coverage should be provided at a limit of two million dollars (\$2,000,000) aggregate and shall be maintained for a period of three (3) years after substantial completion and acceptance of the project by the County of Barnstable or owner of the project.

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

County of Barnstable, and "all other political subdivisions", shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions." No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

- b. **Automobile Liability:** to cover the liability of the Contractor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if contractor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

- c. **Umbrella Liability:** to protect the Contractor against all claims excess of the commercial general liability and automobile liability mentioned above and employer's liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be as follows unless an alternative limit is indicated via addendum to this Contract.

<b>Contract Price</b>	<b>Limit of Liability</b>
Under \$1,000,000	\$1,000,000 per occurrence
\$1,000,001 - \$3,000,000	\$3,000,000 per occurrence
\$3,000,001 - \$10,000,00	\$5,000,000 per occurrence
\$10,000,001 and over	\$10,000,000 per occurrence

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

Before commencing performance of this contract, the Contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Contractor shall provide employer's liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

## **Contractor's Pollution Legal Liability:**

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor's liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars (\$1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

## **Personal Property Insurance:**

Any tools, equipment, materials, and other personal property owned by Contractor shall be at the sole responsibility and risk of Contractor. The County of Barnstable, and "all other political subdivisions" shall not be liable for any loss, damage, or theft to such property. Any insurance that Contractor elects to maintain on Contractor's personal property and materials shall be at the sole responsibility and cost of Contractor.

## **23. Contractor's Responsibilities**

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of work, but contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the contract documents. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

Contractor shall provide competent, suitably qualified personnel to perform the work as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all work at the site shall be performed during regular working hours, and contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without a Town's written consent.

All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by the County or Town, contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment

shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, the County or Town shall not be responsible for monitoring contractor's compliance with any Laws or Regulations.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

all employees on the work and other persons and organizations who may be effected thereby:

all the work and materials and equipment to be incorporated there-in, whether in storage on or off the site; and

other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of work

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (examples: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by contractor, any sub-contractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the County, any Towns or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of contractor). Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

#### **24. Taxes**

State taxes will be excluded from all bids. The Towns shall provide their exemption certificate number(s) to the contractor. Contractor shall pay all taxes required to be paid by contractor in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the work

#### **25. Indemnification**

To the fullest extent permitted by Laws and Regulations contractor shall indemnify and hold harmless the County, the Towns and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but no limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work.

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

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

**27. Warranty and Guarantee; Tests and Inspection; Correction, Removal or Acceptance of Defective Work**

Contractor warrants and guarantees to the County and the Towns that all work will be in accordance with the contract documents and will not be defective. Prompt notice of all defects shall be given to contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

The County's or Town's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing.

CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give each Town timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall furnish written information to each Town stating the original sources of all materials manufactured away from the actual site of the work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks in advance of the incorporation in the Work of any such materials.

If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of a specific Town, it must, if requested by that Town, be uncovered for observation.

Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given that Town timely notice of CONTRACTOR'S intention to cover the same and that Town has not acted with reasonable promptness in response to such notice.

Neither observations by the County or a Town, nor inspection, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the work in accordance with the Contract Documents.

If within one (1) year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be DEFECTIVE, CONTRACTOR shall promptly, without cost to the Town and in accordance with Town's written instructions, either correct such DEFECTIVE work, or, if it has been rejected by the Town, remove it from the site and replace it with NONDEFECTIVE work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the DEFECTIVE work corrected or the rejected work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written amendment.

**28. Termination of Contract:**

The County and the Towns reserve the right to terminate this contract or services whenever it deems that the Contractor is in violation of laws, regulations and/or provisions of this Contract. Termination of a contract or services by any Town shall not invalidate or alter the terms of a similar contract or services with any other Town.

### **29. Miscellaneous:**

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the work on the project or services.

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

### **30. Work Schedule**

The Contractor shall commence work when requested by the Town or County, as indicated in the specifications for each trade. It is intended that the contractor shall accomplish the majority of the work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the Town or County, as in the case of emergencies. Standard hours of work shall be Monday – Friday, 7:00 am until 5:30PM.

The contractor shall promptly start and continue actual work under this Contract with the necessary equipment to properly execute and complete this contract in the specified time. No cessation of contractor's operations will be allowed without the approval of the Town or County. The rate of progress shall be satisfactory to that Town and the County. The contractor shall furnish to the Town a schedule for the work.

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

### **31. Cleanup**

It is the contractor's responsibility to clean up the work area upon completion of task and remove from the premises any rubbish, which may have come about as a result of completing the task. Cleanup shall be done on a daily basis.

All materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items.

### **32. Emergency Contacts**

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

### **33. Criminal Offense Record Inquiry**

MA General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on subcontractors or laborers commissioned to do work on certain municipal projects. Contractor's responding to this bid shall comply with the CORI policies for each municipality for which it is awarded a bid.

### **34. Worker Information**

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

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

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

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

### **35. References**

Bidder must supply a list of all work completed on similar projects within the last five years. This list shall include a description of the project, date work began and date work completed, contact information for the contracting officer and jurisdiction, and the name of the bonding company that issued the bonds for the project.

### **36. Bidding**

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

The number of hours of services estimated per Town are estimates only for the purpose of bidding, not a guarantee of hours worked. Each participating entity will pay only for hours worked.

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

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

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

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

### **38. Required Documents**

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

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

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

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

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

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

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

#### **Clean:**

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

#### **Lubricate:**

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

#### **Examine:**

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

- The annual safety test will be performed separately from the routine examinations.
- All bids are to include normal labor and maintenance.
- All bids are to include cost of all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.
- Charges for all inspections shall be included in this contract. Participating entities will only pay for reports and certificates from inspections performed.
- Vendor will provide labor for the state safety test including the current fee, per elevator or dumbwaiter required by the Commonwealth as part of the maintenance fee.
- The contractor shall acknowledge all service calls within one (1) hour of the call being placed. At a maximum, the contractor shall respond to service calls within four hours of receipt of call unless otherwise directed by the city official placing the call.

Bidders are also asked to bid on elevator maintenance on an on-call basis for work that is less than \$10,000.00. This bid will be priced at an hourly rate and include all the above work, with a % charge for major parts.

### **Bidding**

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

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

### **Emergency Contacts**

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

### **Rule for Award**

Bid comparisons will be based on the estimated hours for each town using the following assumptions:

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

**ATTACHMENT B**

**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 149.

**ATTACHMENT C  
REFERENCE FORM**

Bidder must supply a list of all work completed on similar projects within the last five years. This list shall include a description of the project, date work began and date work completed, contact information for the contracting officer and jurisdiction, and the name of the bonding company that issued the bonds for the project.

**DESCRIPTION OF WORK:**

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

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**DESCRIPTION OF WORK:**

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

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**DESCRIPTION OF WORK:**

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

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**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

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**DESCRIPTION OF WORK:**

**WORK START DATE:** \_\_\_\_\_ **WORK COMPLETION DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **BONDING COMPANY:** \_\_\_\_\_

AGREEMENT BETWEEN

Barnstable County  
3225 Main Street  
Barnstable, MA 02630

and

Vendor Name  
Address

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between (Vendor Name), (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons 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:

WHEREAS:

WHEREAS:

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

1. Employment of Contractor. The County 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, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. X X X X X X X X

3. Time of Performance. XXXXXXXX

4. Payment. XXXXXXXXXXXX

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 County 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 by 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 County. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

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

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

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

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

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County 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.

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

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

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

directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is 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 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 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 Fifteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

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

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

\_\_\_\_\_  
Leo Cakounes

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Vendor Name

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

—