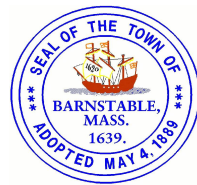


# TOWN OF BARNSTABLE

## Invitation for Bid

### Service Provider for

## Boiler and Burner Maintenance Services for the Town of Barnstable School Facilities



**Issued: July 14, 2014**

**Due date: August 14, 2014, No later than 2 pm**

**Site visits by appt. – Call David Kanyock (508) 790-6490 (not mandatory)**

**Contact: Johanna Boucher, Purchasing Agent  
508-862-4741, [johanna.boucher@town.barnstable.ma.us](mailto:johanna.boucher@town.barnstable.ma.us)**

All potential bidders are required to be registered on the Town of Barnstable Bid & RFP System at [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us). This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Barnstable Bid & RFP System for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. 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.

## Table of Contents

	Page
Legal Advertisement	3
Bid Submission Requirements	5
Minimum Requirements	7
Description of Procurement	7
Scope of Work	7
Insurance Requirements	13
<b>BID SUBMITTAL FORMS:</b>	
<b>Bid Form</b>	<b>16 – 20</b>
<b>Reference Form</b>	<b>21</b>
<b>Contact Information Sheet</b>	<b>22</b>
<b>OSHA Certification</b>	<b>23 - 24</b>
<b>Certificate of Non Collusion / State Tax Certification</b>	<b>25</b>
<b>Payment Bond Form</b>	<b>26</b>
<b>Performance Bond Form</b>	<b>27</b>
School Facility Locations	28
Contract Sample	30

Prevailing Wages dated June 10, 2014 available under separate cover.

**INVITATION FOR BID  
LEGAL ADVERTISEMENT  
BOILER AND BURNER MAINTENANCE CONTRACTOR  
BARNSTABLE SCHOOL DEPARTMENT**

The Town of Barnstable School Department, through the Purchasing Agent for the Town of Barnstable, is accepting bid by August 14, 2014, 2 pm for the following services in accordance with Chapter 149, Massachusetts General Law.

**"BOILER AND BURNER MAINTENANCE SERVICES PROVIDER"**

The contract being offered is for a one (1) year period from September 1, 2014 through August 31, 2015 with two (2) additional one (1) year options at the sole discretion of the Town. Services to include preventative maintenance and emergency service on 18 boiler/burner located at 8 individual sites with the Barnstable Public School District. All contracts must be strictly awarded in accordance with the requirements of this Invitation for Bid. If it becomes necessary to revise any part of this Bid or otherwise provide additional information, an addendum will be issued to all prospective bidders who received copies of the original request.

Chapter 149 applies to the services to be provided. Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Barnstable. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Wage Rates dated June 10, 2014 shall be provided in the bid specification and are applicable to this project. Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 149, and all other applicable Massachusetts General Laws.

General bidders must be certified by the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) for the category of **PRIME HVAC**. General bids shall be accompanied by a DCAMM Certificate of Eligibility for the category, and an Update Statement.

The successful bidder will be required to furnish a Labor and Materials Payment Bond and a Performance Bond each in the amount of one hundred percent (100%) of the contract amount.

Proposals must be accompanied by a bid security in the amount of **five (5%) percent of the bid price** in the form of a bid bond or certified, treasurer's or cashier's check issued by a responsible bank or trust company. If, upon acceptance of the bid, a Bidder fails to enter into a Contract with the Town of Barnstable, the bid security shall be forfeited to and become the property of the Town.

Specifications and bid forms will be available on the Town of Barnstable website, Bid & RFP System at [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us). Contact: Johanna Boucher, Purchasing Agent, 230 South

Street, 3rd floor, Hyannis, MA 02601, telephone number (508) 862-4741, fax (508) 862-4779, beginning immediately, between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays.

Bids are due in the Purchasing Agent's Office, 230 South Street, 3<sup>rd</sup> Floor, Hyannis, MA 02601, no later than **2:00 p.m. on August 14, 2014** and the bid opening will be at that time. All bids must be received prior to the opening to be considered.

Prevailing wages as determined by the Department of Labor and Industries under the provisions of Massachusetts General Law c. 149, s.26 apply to this contract. OSHA 10 certification to be submitted with bid and is required for any worker performing work on School property. An acceptable CORI check must be performed for any contractor performing work on school property. The Town of Barnstable reserves the right to reject any or all bids when it deems to be in the best interest of the Town. A contract award will be made by the Town of Barnstable School Committee within 30 days after the bid opening.

## **BID SUBMISSION REQUIREMENTS**

- A. Attention of all bidders is directed to Chapter 149 of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
- B. The bidder shall submit the bid upon forms furnished by the Town of Barnstable. All bids shall be in ink or typewritten and the bid form must be filled out completely. The price shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the equipment and accessories supplied.
- C. All bids shall be signed correctly in ink by the individual or in the case of a firm, partnership or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the bid.
- D. All bids shall be submitted to the Town of Barnstable, Purchasing Agent, , 230 South Street, 3rd Floor, Hyannis, MA 02601, on or before the date and time stated in the "Notice to Bidders". Each bid shall be in a sealed envelope, clearly marked "Boiler and Burner Maintenance " on the outside of the envelope, and the name and address of the bidder. Public bid opening shall be held immediately after in the Finance Conference Room, 3<sup>rd</sup> Floor, same address
- E. Bid forms shall be completely filled in. Bids which are incomplete, conditional or obscure, or which contain additions not called for, will be rejected. Use the pages of this document when submitting proposal and submit contract document intact.
- F. Bidders may correct, modify or withdraw the original bids on or before the date and time stated in the "Notice to Bidders". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. A bidder who wishes to withdraw a bid must make the request in writing.
- G. A bidder may withdraw a bid after the public opening of the bid only if a mistake is clearly evident on the face of the bid document, but the intended correct answer is not evident.
- H. Any bid received after the date and time stated in the "Notice to Bidders" shall not be opened. Unopened bids will be returned to the bidder.
- I. Bids will be publicly opened and read at the date and time stated in the "Notice to Bidders". All interested parties are invited to be present.
- J. No award will be made to any bidder who cannot satisfy the Town of Barnstable that they have sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The owner's decision or judgment on these matters shall be final, conclusive and binding. Conditional bids will not be accepted.

- K. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the areas and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.
- L. Each bidder shall acknowledge receipt of any and all addenda issued to the invitation for bids by so indicating on the Bid Form. Failure to do so shall be cause to reject the bid as being non responsive.
- M. The contract will be awarded within thirty days after the actual public bid opening date, subject to the availability of funds, to the lowest responsive, responsible bidder complying with the conditions set forth in the bid document, provided the bid, in the opinion of the awarding authority, is reasonable and it is in the best interest of the Town of Barnstable to accept it.
- N. Payment for services will be processed as noted in the Scope of Work under Invoicing.
- O. The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- P. Each bidder must sign and submit a "Certificate of Non-Collusion" form and a "State Tax Certification" form with the bid Form. (These forms are included in the bid documents).
- Q. If services of the bidder are subsequently deemed to be unsatisfactory to the Town of Barnstable School Committee and are in violation of these specifications, the Town of Barnstable shall notify the said bidder in writing. If mutually agreeable arrangements cannot be achieved between the Town and the contractor, the contract will be terminated. Notice of termination shall be in writing and notification will be sent by registered or certified mail. Termination will become effective three days after mailing said notification.

## **MINIMUM REQUIREMENTS**

Each bidder must demonstrate that it meets the following minimum requirements:

- A. Contractor must demonstrate a minimum of five (5) years experience providing boiler maintenance services.
- B. Contractor shall submit a complete list of all contracts performed in the past three (3) years with contact names and telephone numbers.
- C. Contractor shall include a listing of emergency off-hours contact names and telephone numbers as well as a statement of availability on a 24/7 basis.
- D. Response to emergency service calls shall be within one (1) hour of request. (to meet this requirement, contractor shall have a service facility location within a 75 miles radius of Barnstable School Maintenance Facility.
- E. Prices shall remain firm for the initial one-year period of the contract and additional option years as proposed and exercised by the School Department.
- F. Submission of required statements and forms.

## **DESCRIPTION OF PROCUREMENT**

Provide preventative maintenance and emergency service on 18 boiler/burner located at 8 individual sites with the Barnstable Public School District, (Boiler Information is per Attachment A hereto )

Services to include:

- Check all expansion tanks (9) annually for charge, bladder function and operation.
- Check and clean all flue passages annually.
- Check and clean all burners, service to include oil filter change ( where applicable ), lubricate linkages, adjust belts, and calibrate controllers as needed.
- Assist with all state/insurance inspections as necessary.
- Perform fall start up, calibration and efficiency tests on all burners.
- Clean and check boiler high/low pressure & water cut-off operations.
- Written report(s) on services/inspections with written quotes for recommended repairs.

Additional Notes:

1. Prevailing Rates do apply.
2. A minimum of 5 references is required.
3. Certificate of insurance is required.
4. All personnel must submit to a CORI check.
5. Service contract amount to include 6 emergency calls/per year.
6. Contractor to provide hourly labor rates for normal weekday and night/weekend hours.

### **Term of Contract**

The term of this contract will be a period of one (1) year beginning on September 1, 2014 for one year with two one year options, at the sole discretion of the Town.

Prevailing wage rates dated June 10, 2014 are attached and hereby apply to this contract.

### **Contract and Performance Specifications**

#### **SCOPE OF WORK**

The contractor will supply labor and materials to perform services for repair and maintenance of boiler systems at existing school facilities per the attachment A.

Work will be through an “on call” process when for emergency and repair services and for scheduled preventative maintenance on boilers/burners. For the purpose of this work, the Municipal Representative shall be the Facilities Management Director or his designee.

The contractor shall furnish all labor, materials, equipment, and vehicles as required for work in accordance with this scope of services. All authorized work will be performed by an authorized mechanic/technician.

Boiler maintenance service work shall be done during normal business hours to the extent possible. Work during other times may be authorized by the Town at the emergency hourly rate. Regular service calls shall be answered within three (3) hours and emergency calls within one (1) hour. Contractor must be within a 75 mile radius of the Town of Barnstable, School Department Maintenance to meet the emergency needs of the school department.

All materials and workmanship, whether specifically designated, shown or implied shall be first quality, new and of a grade satisfactory to the Town or its representative. The Town or its representative shall have the right to reject any part of the work if the material or workmanship is not of satisfactory quality.

The contractor shall conform to all requirements of state and local laws, including compliance with the prevailing wage laws.

The contractor shall apply for all necessary permits and require inspection of the work by the local inspector when required.

The contractor shall be one whose primary business is boiler service and who can furnish an adequate labor force to provide 24-hour service, 365 days per year. This shall include the responsibility of contacting other Town contractors to coordinate work involving himself and one or more additional trades.

The contractor shall be required to be available, at no cost to the Town during the business day, at times mutually convenient to himself and a representative of the Town, for consultation regarding potential scheduled work, to visit work locations and to prepare estimates.

The contractor shall provide a written estimate of time required to complete the requested scheduled work



prior to beginning work unless it is an emergency call. Work shall be authorized by the Town through the issuing of a Purchase Order or written authorization from the Town's representative. If an emergency call, a verbal request by the Town's representative, with written authorization to follow, is sufficient.

The contractor shall confirm with the Town's representative to determine the exact location of the work. After work is completed, contractor shall provide a signed receipt indicating the work completed, hours of work and material purchased/used. This receipt is to be attached to the invoice as certification that work was performed.

If the contractor finds upon examination of the assigned job that the work will entail additional expenses beyond originally authorized, the contractor should contact the Town's representative for authorization prior to proceeding with the work.

All material and debris shall be cleaned up immediately and removed from the building, leaving the premises in a clean condition.

The contractor shall replace, repair or make whole, without cost to the Town, any defects or faults arising within one (1) year after date of acceptance of the work.

**A. PREVENTATIVE MAINTENANCE**

Preventative maintenance shall be performed during normal business hours and be appropriately scheduled with the School Facilities Director. Preventative maintenance will be once per year and shall include the following:

Services to include:

- Check all expansion tanks (9) annually for charge, bladder function and operation.
- Check and clean all flue passages annually.
- Check and clean all burners, service to include oil filter change ( where applicable ), lubricate linkages, adjust belts, and calibrate controllers as needed.
- Assist with all state/insurance inspections as necessary.
- Perform fall start up, calibration and efficiency tests on all burners.
- Clean and check boiler high/low pressure & water cut-off operations.
- Written report(s) on services/inspections with written quotes for recommended repairs.

**B. AS NEEDED EMERGENCY SERVICE**

The contractor shall provide certified mechanics/technicians to respond to as-needed emergency service for repair of boilers. These services could occur during regular business hours, after business hours, on weekends or on holidays. Billing of as-needed emergency service begins when mechanic/technician is on site. Contractors must respond within one (1) hour of receiving call from Facilities Management Director or designee.

1. Estimated Quantities

The number of hours listed in the Bid Submittal Form for regular and non-business (emergency services) are simply estimates for bid purposes only. The Town will not be obligated to commit to any specific quantity of hours during the period of the contract.

## 2. Prevailing Wage Rates

The successful bidder will at all times comply with the prevailing wage rates as determined by the Department of Labor Standards under the provisions of Massachusetts General Laws as shall be in force and as amended. The prevailing wage rates are attached.

## 3. LABOR AND MATERIALS PAYMENT & PERFORMANCE BONDS

- A. Prior to the Town of Barnstable executing a contract, the bidder to whom the award is made shall furnish a performance bond and labor and labor and materials bond, each equal to the full amount of the contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Barnstable.
- B. The performance bond shall guarantee the satisfactory completion of the project and that the contractor will make good any faults or defects in their work which may develop during the period of said guarantee as a result of improper or defective workmanship, material or apparatus. The full performance bond shall remain in effect until final payment is received by the Contractor.

The payment bond shall guarantee that the contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and materials for, or on account of the work included herein. Payment bonds will be in effect until such time as the contractor furnishes proof that payment in full has been made for all materials used on the contract work. The bonds shall be paid for by the contractor. The Town of Barnstable shall have the right to demand proof that parties signing the bonds are duly authorized to do so.

- C. Every such bond shall have a power of attorney attached thereto, authorizing the Town of Barnstable to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.
- D. Separate Performance Bond and Labor and Materials Payment Bond forms are provided with these bid documents.

## Submission of Questions

Prospective Bidders may submit questions (**email preferred**) to the Purchasing Agent regarding this solicitation.

230 South Street  
Hyannis, MA 02601  
Johanna Boucher, Purchasing Agent

508-862-4779 (fax)  
johanna.boucher@town.barnstable.ma.us

### **Instructions for Submission of Responses**

#### **Bidder Response Package:**

All Bids are due in the Purchasing Department, 230 South Street, Hyannis, MA by 2:00 pm on August 14, 2014, and a public bid opening will follow in Finance Conference Room at the same address. All areas of this bid must be filled out, the Town reserves the right to reject any contractor that does not fill out the bid in its entirety.

### **References**

Bidders must submit a minimum of five (5) business references with which the bidder has done business within the last twelve (12) months. Municipal references are preferred.

The Purchasing Agent has the right to verify any references included in a bidder's response and to conduct any other reference or credit checks, as the PURCHASING AGENT deems appropriate. The PURCHASING AGENT also reserves the right to use historical information, whether gleaned from references provided, previous contract performance or outside sources in the evaluation of a bidder's response. Poor references or past history may result in a bidder not being awarded a contract.

### **CORI/SORI Requirement**

Contractor is required to submit to a Criminal Offense Record Inquiry (CORI) and Sexual Offense Inquiry (SORI) report for worker(s) to perform contracted work on school property.

### **Contractor Performance Criteria**

Each contractor's performance will be evaluated on an ongoing basis and these evaluations will be utilized in determining whether to renew a contract. Contractors **must** notify the Purchasing Agent within 7 days of any change in address, phone or fax numbers and or contact names.

### **Guarantee**

All labor, materials, and equipment furnished under this Contract shall be guaranteed by the contractor for a period of one (1) year from the date of final acceptance of all work. In the event of failure of materials during the guarantee period, the defective segment shall be repaired promptly, upon notice from the Town of Barnstable, by, and at the expense of the contractor.

### **Responsibility**

It is the Contractor's responsibility to supply and furnish all labor, materials and equipment to perform assigned boiler/burner preventive maintenance/repair contractor work.

It is the Contractor's responsibility to strictly adhere to all local, State and Federal codes, rules and regulations having application to the work requested of the Contractor.

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.

All work must be performed in a workmanlike manner to acceptable industry standards.

The School Department will provide access to all areas where contract work is to be performed.

### **Invoicing**

The School Department reserves the right to audit vouchers for material to determine proper pricing.

A certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage laws

Each invoice will be based on time and materials or for the periodic contract maintenance fee as proposed and contracted. Labor costs will be reflected separately and will be billed in accordance with the applicable contract hourly rates. Material used will be reflected in the invoice by quantity and unit cost including applicable surcharge. Each invoice shall have a complete break out of labor, materials and any other miscellaneous charges.

Labor Charges: All labor charges will be based solely on the actual time expended to perform the required work. Labor charges will not be based on a "portal to portal" operation.

No partial payment requests shall be submitted until the entire job is completed. Invoices (one for each building) must be mailed in duplicate within thirty (30) days after each job has been completed to:

School Facilities Director  
School Maintenance Buildings  
835 Falmouth Road, Hyannis, MA 02601

Each invoice must reflect the Work/Service Order Number assigned to that job. In addition, each invoice shall be supplemented with a written service report reflecting:

- a. Location and Date
- b. Time allocation to complete work and rate
- c. Brief description of work performed
- d. Materials used
- e. certified payrolls and form

Purchases made by the town are exempt from federal excise taxes and material prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

### **CONTACT INFORMATION**

The contractor must have an answering machine and one of the following: pager or cell phone.

Under no circumstances shall any service calls be received by the contractor by any source other than those persons listed below. The contractor shall make no plans to perform any contract work without the explicit permission of the School Facilities Director

Barnstable School Maintenance  
School Facilities Director  
(508)790-6490

## **MISCELLEANOUS INFORMATION**

No labor charge will be allowed for the picking up of materials for use at the job site.

NO WORK may be subcontracted for any reason without explicit permission of the Town of Barnstable School Department. If any tradesman from any other company or a non-specified worker from the contracted company is found on Town of Barnstable School Department property without permission that person will be asked to leave the premises. If any tradesman from another company is found on the Town of Barnstable School Department property without permission and this person was sent by the company with which the School Department has a contract with, this will be absolute grounds for cancellation of the contract.

### **School Security Requirements**

It will be required that if any worker goes to any Town of Barnstable Public School building he must immediately report to the school's main office. He will be required to give his name, his company's name and the purpose of his presence in the building. The worker will request that the custodian be contacted. After the work has been completed the worker must then report to the office to notify the principal that he is leaving the building. If this requirement is not met in full it will be grounds for immediate cancellation of this contract.

## **INSURANCE REQUIREMENTS**

### **1. Indemnification**

The Contractor shall indemnify, defend, and save harmless the Town, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the Town.

### **2. General Requirements**

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of

insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

**Bid Interpretations / Withdrawals**

No oral interpretations will be made to any Bidder as to the meaning of any part of this IFB. Every request for such interpretation shall be made in writing by mail, fax or in person. The request for an interpretation should be clearly marked "Request for Interpretation of IFB" and addressed to:

Johanna Boucher, Purchasing Agent

Town of Barnstable, 230 South Street, 3rd Floor, Hyannis, MA 02601

Tel. (508) 862-4741, Fax (508) 862-4717

Business Hours: 8:00 am through 4:00 pm, Mon. – Fri.

Written requests for interpretation of the IFB must be received at the address above or faxed no later than **August 4, 2014**. Every interpretation made to a Bidder will be in the form of an addendum to the IFB, which, if issued, will be sent as promptly as practicable to all persons to whom the original IFB had been issued. Bids may be withdrawn upon request if in writing, and received by the Town of Barnstable prior to the opening of the sealed bids.

**Rule for Award**

The contract will be awarded to the lowest responsive and responsible bidder as determined by the number submitted on the Bid Form, TOTAL.

**TOWN OF BARNSTABLE - SCHOOL DEPARTMENT**

**Contractor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BID FORM**

The undersigned proposes to provide services as described in the "Scope of Services" and the entire bid document in accordance with the Bid Specifications prepared by the Town of Barnstable, dated **July 14, 2014**, for the Bid price(s) shown, to the Town of Barnstable, School Business Office, 230 South Street 2nd Floor, Hyannis, MA 02601.

Receipt of Addendum Number(s) \_\_\_\_\_ is hereby acknowledged and reflected in the Bid price (s) shown.

The following prices represent firm prices the contract term commencing approximately September 1, 2014 through August 31, 2015, with two (2) one (1) year options below. Estimated hours and material costs are used only as a method of determining the lowest bidder.

**YEAR ONE 9/1/14 – 8/31/15**

**CONTRACT PART A - EMERGENCY AND REPAIR CALLS**

**1. REGULAR RATE Monday thru Friday, 7:00 a.m. to 5:30 p.m.**

Service Technician \$ \_\_\_\_\_ / per hour x 200 hours = \$ \_\_\_\_\_ (A)

**2. OVERTIME RATE (see definition in bid document)(no more than 1.5 times regular rate)**

Service Technician \$ \_\_\_\_\_ / per hour x 100 hours = \$ \_\_\_\_\_ (B)

**3. Materials Invoices + \_\_\_\_\_ % Mark-up X \$3,000 est. materials = \$ \_\_\_\_\_ (C)**

(example - 10% markup = 1.10 X \$3,000.00 = \$3,300 – enter this figure for (C))

**TOTAL \$ \_\_\_\_\_ (D)**  
**(A+B+C)**

**CONTRACT PART B - BOILER/BURNER PREVENTIVE MAINTENANCE**

**GRAND TOTAL FOR PREVENTATIVE MAINTENANCE YEAR 1 \$ \_\_\_\_\_ (E)**  
**(From Bid Sheet Attachment A)**

**TOTAL BID FOR CONTRACT YEAR 1 \$ \_\_\_\_\_ (F)**  
**(D + E)**



**Contractor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**YEAR TWO 9/1/15 – 8/31/16**

**CONTRACT PART A - EMERGENCY AND REPAIR CALLS**

**1. REGULAR RATE Monday thru Friday, 7:00 a.m. to 5:30 p.m.**

Service Technician \$ \_\_\_\_\_ / per hour x 200 hours = \$ \_\_\_\_\_ **(G)**

**2. OVERTIME RATE (see definition in bid document)(no more than 1.5 times regular rate)**

Service Technician \$ \_\_\_\_\_ / per hour x 100 hours = \$ \_\_\_\_\_ **(H)**

**3. Materials Invoices + \_\_\_\_\_% Mark-up X \$3,000 est. materials = \$ \_\_\_\_\_ **(I)****

(example - 10% markup = 1.10 X \$3,000.00 = \$3,300 – enter this figure for **(I)**)

**TOTAL \$ \_\_\_\_\_ **(J)****  
**(G+H+I)**

**CONTRACT PART B - BOILER/BURNER PREVENTIVE MAINTENANCE**

**GRAND TOTAL FOR PREVENTATIVE MAINTENANCE YEAR 2 \$ \_\_\_\_\_ **(K)****  
**(From Bid Sheet Attachment A)**

**TOTAL BID FOR CONTRACT YEAR 2 \$ \_\_\_\_\_ **(L)****  
**(J+ K)**

**Contractor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**YEAR THREE 9/1/16 – 8/31/17**

**CONTRACT PART A - EMERGENCY AND REPAIR CALLS**

**1. REGULAR RATE Monday thru Friday, 7:00 a.m. to 5:30 p.m.**

Service Technician \$ \_\_\_\_\_ / per hour x 200 hours = \$ \_\_\_\_\_ (M)

**2. OVERTIME RATE (see definition in bid document)(no more than 1.5 times regular rate)**

Service Technician \$ \_\_\_\_\_ / per hour x 100 hours = \$ \_\_\_\_\_ (N)

**3. Materials Invoices + \_\_\_\_\_ % Mark-up X \$3,000 est. materials = \$ \_\_\_\_\_ (O)**

(example - 10% markup = 1.10 X \$3,000.00 = \$3,300 – enter this figure for (O))

**TOTAL \$ \_\_\_\_\_ (P)**  
**(M+N+O)**

**CONTRACT PART B - BOILER/BURNER PREVENTIVE MAINTENANCE**

**GRAND TOTAL FOR PREVENTATIVE MAINTENANCE YEAR 3 \$ \_\_\_\_\_ (Q)**  
**(From Bid Sheet Attachment A)**

**TOTAL BID FOR CONTRACT YEAR 3 \$ \_\_\_\_\_ (R)**  
**(P + Q)**

**GRAND TOTAL \$ \_\_\_\_\_ (YEAR 1, 2 and 3 TOTAL)**  
**(F + L + R)**

**Contractor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The undersigned agrees that, if he is selected as the bidder, he will within five (5) days, Saturdays, Sundays and legal holidays excluded execute a contract in accordance with the terms of this bid, and, furnish a performance bond and payments bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the contract price.

The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed 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; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44 F of Chapter 149 of the Massachusetts General Laws.

The Bidder acknowledges that no proposal may be withdrawn for sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids. The Town acknowledges that this bid holding period is in excess of MGL c. 149, 44A(3) and is necessary should additional funding be required once the bid price is identified.

The undersigned further certifies under penalty of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Town of Barnstable reserves the right to reject any or all bids and to waive minor informalities as provided under Massachusetts General Law.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

PHONE#: \_\_\_\_\_ DATE: \_\_\_\_\_

Email: \_\_\_\_\_

ON CALL PHONE # OR PAGER #: \_\_\_\_\_

NOTE: All quantities are estimated for bidding purposes and shall not be construed as guaranties. The contractor will be reimbursed only for actual labor & supplies used.

All hourly rates shall include Overhead & Profit.

Bid price and all calls will be for one (1) man only.

All bids must received at the Town of Barnstable, School Business Office, 230 South Street, 2nd Floor, Hyannis, MA 02601 prior to the bid time stated in the Notice to Bidders. Please mark envelope "Boiler and Burner Maintenance Services".

**REQUIRED ATTACHMENTS TO BE SUBMITTED WITH BID:**

- (1) Bid Form (including signature page #\_\_\_\_\_, plus separate attachment)
- (2) References (page 21)
- (3) Contact Information (page 22)
- (4) Certificate of Non-Collusion (page 27)
- (5) State Taxes Certification Clause (page 27)

**REFERENCES**

All bidders must complete the following questions to the best of their ability and submit them with their sealed bids.

1. List four (5) recent contracts completed (within the past 12 months).

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Total Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Total Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Total Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Total Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Total Contract Amount: \_\_\_\_\_

2. Have you been in business more than five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Have you ever been terminated from a contract? When and why?

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**CONTACT INFORMATION**

1. Primary Contact: \_\_\_\_\_

Person's title: \_\_\_\_\_

Person's telephone #(s): \_\_\_\_\_

2. Secondary Contact: \_\_\_\_\_

Person's title: \_\_\_\_\_

Person's telephone #(s): \_\_\_\_\_

**Town of Barnstable Procedures**  
OSHA Training Certification of contractors

As of July 1, 2006, the Town of Barnstable will comply with the amended MGL chapter 30 section 39s "**Contracts for Construction: Requirements**" as follows.

The Town of Barnstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10 hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Barnstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee who's name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the contractor as the packet submitted for payment would be determined to be incomplete.

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.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2006 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

**CERTIFICATION  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

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

(b) 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.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

**Company:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

\_\_\_\_\_



**TOWN OF BARNSTABLE**  
**CERTIFICATE OF NONCOLLUSION**

The undersigned certifies under penalties of perjury that this bid 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.

FIRM: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

**TOWN OF BARNSTABLE**  
**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

\_\_\_\_\_  
\* Signature of individual or  
Corporate Name (Mandatory)

BY: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # (Voluntary)  
or Federal Identification #

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L..62C s. 49.A.



**PAYMENT BOND**

KNOWN ALL MEN AND WOMEN BY THESE PRESENT, THAT as principal, and

as surety, are held and firmly bound unto the Town of Barnstable, Massachusetts in the sum of:

---

lawful money of the United States of America, to be paid to the Town of Barnstable, Massachusetts, for which payments, as well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This amount represents 100% of the contract price.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Massachusetts, bearing the date of \_\_\_\_\_ of \_\_\_\_\_, 2014, for the construction project

**BOILER AND BURNER MAINTENANCE SERVICES FOR THE BARNSTABLE SCHOOL FACILITIES**

---

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items set out in, and subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS THEREOF, we unto set our hands and seals to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**(Seal)**

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

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

**PERFORMANCE BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT

\_\_\_\_\_ as principal,  
and \_\_\_\_\_

as surety, are held and firmly bound unto the Town of Barnstable,  
Massachusetts, in the sum of \_\_\_\_\_

\_\_\_\_\_ lawful money of the United States of America, to be paid to the Town of Barnstable, Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Massachusetts, bearing the date of \_\_\_\_\_, 2014, for the construction of Project

**BOILER AND BURNER MAINTENANCE SERVICES FOR THE BARNSTABLE SCHOOL FACILITIES**

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract any extensions thereof that may be granted by the Town of Barnstable, Massachusetts, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may be hereafter made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF we hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Seal

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

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

## **SCHOOL BUILDING LOCATIONS**

1. Barnstable High School, 744 West Main Street, Hyannis, MA
2. Barnstable Intermediate School, 895 Falmouth Road, Hyannis
3. Barnstable West Barnstable Elementary, 2463 Main Street, W. Barnstable, MA
4. Centerville Elementary School, 658 Bay Lane, Centerville, MA
5. West Villages Elementary School (K-3), 760 Osterville West Barnstable Road, Marstons Mills, MA
6. Barnstable United School, 730 Osterville West Barnstable Road, Marstons Mills, MA
7. Barnstable Community HM Charter Public School, 165 Bearses Way, Hyannis, MA
8. Hyannis West Elementary, 549 West Main Street, Hyannis, MA
9. School Maintenance Facility/Transportation Center, 835 Falmouth Road, Hyannis, MA



*Barnstable Public Schools*

**ACCEPTANCE OF BID**

\_\_\_\_\_ is hereby notified that their bid for the "Boiler Burner Preventative Maintenance" for the Town of Barnstable School Department, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), submitted on \_\_\_\_\_ has been accepted.

It is requested that acknowledgement of this ACCEPTANCE be indicated by endorsement hereon, and the original be returned to the Town of Barnstable, School Business Office, 230 South Street, 2nd Floor, Hyannis, MA. 02601.

\_\_\_\_\_  
School Committee Chairperson

TO: Town of Barnstable School Department  
230 South Street  
Hyannis, MA. 02601

Receipt is hereby acknowledged for the above **ACCEPTANCE OF BID** under contract to Provide Boiler and Burner Maintenance Services for the School Department as per the Bid documents dated May 28, 2014.

BY: \_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name & Title: Date: \_\_\_\_\_

(Required contract terms contained below)

**TOWN OF BARNSTABLE, MASSACHUSETTS**

**AGREEMENT BETWEEN CONTRACTOR AND OWNER**

**CONTRACT**

**THIS AGREEMENT**, made this \_\_\_\_\_ **day of** \_\_\_\_\_, **2014** by and between the TOWN OF BARNSTABLE SCHOOL COMMITTEE, Hyannis, Massachusetts, hereinafter called the OWNER, and \_\_\_\_\_, with legal address and principal place of business at \_\_\_\_\_, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to provide the OWNER "Boiler and Burner Maintenance Services" for the Town of Barnstable School District, for a period of one (1) year commencing September 1, 2014 through August 31, 2015, dates inclusive, with two (2) additional one (1) year options at the sole discretion of the School Department, pursuant to the following provisions:

1. Contract Price: \$
2. Availability of Future Funding: Funding of this contract for option years subsequent to Fiscal Year 2015 is subject to the appropriation of funds for these service by the Barnstable School Committee and the exercising of the options by the OWNER.
3. Billings: The CONTRACTOR shall bill the OWNER monthly for delivery of the service as described under the "Scope of Work" section "Invoicing". The billings shall be sent to Attention: School Facilities Director, Town of Barnstable, School Maintenance Building, 835 Falmouth Road, Hyannis, MA 02601.
4. Availability of Service: If the CONTRACTOR is unable to furnish the full scope of service at any time following the signing of this contract, the OWNER may order the remaining quantity from such supplier who can supply the service and the current CONTRACTOR'S contract will be terminated.
5. Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

5. Termination of Contract - Subject to the provisions of the section explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

This contract may be terminated by either party with or without cause provided the other party is provided thirty (30) days notice in writing. The OWNER shall pay the CONTRACTOR all moneys due for services satisfactorily performed through the date of termination.

6. Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid.
7. Governing Law – This contract is governed by the laws of the Commonwealth of Massachusetts.

The Bid Specifications entitled "Scope of Work" and "General Specifications" for Boiler and Burner Maintenance Services for the Town of Barnstable School Department, including the BID documents dated July 14, 2014 are made a part hereof and collectively evidence and constitute the contract.

1. The OWNER agrees to pay the CONTRACTOR for the performance of the Contract and to make payments based on the contract prices specified in the "Contract Price" paragraph above for Boiler and Burner Maintenance Services performed satisfactorily. Subject to the contract termination and availability of future funds provision above, and provided the services are performed satisfactorily throughout the entire period of the contract stated herein

This Agreement, including the entire bid document dated \_\_\_\_\_ and bid response dated \_\_\_\_\_ constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

Approved as to form

By \_\_\_\_\_  
OWNER'S ATTORNEY

By \_\_\_\_\_



\_\_\_\_\_  
OWNER/SCHOOL COMMITTEE CHAIRPERSON

I hereby certify that the Town of Barnstable has an appropriation to cover the cost of this contract in accordance with Ch 44 §31C of the Massachusetts General Laws.

\_\_\_\_\_  
OWNER'S ACCOUNTANT