

TOWN OF NANTUCKET



INVITATION FOR BIDS NO.2023-TON-0308 STAFFING FOR MOSQUITO SURVEILLANCE, CONTROL, CONSULTING, & PUBLIC EDUCATION FOR NANTUCKET COUNTY

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The Town of Nantucket, through its Town Administration, invites qualified bidders to submit bids for staffing for Mosquito surveillance, control, consulting and public education for Nantucket County Nantucket, MA.

I. GENERAL INFORMATION AND BID SUBMISSION.

Bids and specifications can be obtained from and will be accepted at the Town of Nantucket, Procurement Office, 37 Washington Street, Nantucket, MA 02554, **until Wednesday, April 12, 2023, at 2PM** and publicly opened forthwith for this Invitation for Bids which is made in accordance with M.G.L. c 30B. Two copies of the bid response package are required. The bid envelope must be sealed and clearly marked:

MOSQUITO SURVEILLANCE & CONTROL 2023

Interested parties must register on the Town’s website on the Procurement Page at <https://nantucket-ma.gov/bids.aspx> in order to ensure receipt of any changes or addenda to the IFB.

- 1) Award date. Award will be made within thirty (30) days, weekends and holidays excluded, after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of thirty (30) calendar days following the date established for acceptance.
- 2) If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having requested the IFB. Each responder shall acknowledge receipt of any and all addendum issues by submitting acknowledgment forms provided with any Addenda. **Failure to do so may be cause to reject the submittal as being unresponsive.**
- 3) **Questions concerning this IFB** must be submitted in writing to: Assistant Procurement Officer, Town of Nantucket, 37 Washington St., Nantucket, MA 02554 or via email at akellogg@nantucket-ma.gov **by or before Thursday, March 30, 2023 at 12PM (noon)**. Written responses will be posted on the Town website in the form of Addenda if necessary and emailed to all bidders on record as having requested the IFB. Attempts made by bidders to contact Town employees directly with questions may subject the bidder to disqualification.
- 4) Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Nantucket prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled “Modification No. __” and must reference the original IFB.

- 5) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Nantucket 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 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, but the intended correct bid is not similarly evident.
- 6) The Town of Nantucket reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
- 7) The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Nantucket.
- 8) Responders must be willing to enter into the Town of Nantucket's standard form of contract that will include the scope of services description of this IFB.
- 9) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
- 10) Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- 11) Any bids received after the advertised date and time for opening will be returned to the responder unopened.
- 12) Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
- 13) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid must be signed by the authorized individual(s).
- 14) Unexpected closures. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 3:00 PM on the next normal business day. Bids will be accepted until that date and time.
- 15) The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
- 16) **Bidders should be aware that many overnight mailing services do not guarantee service to Nantucket.** All major carriers deliver to Nantucket Island (USPS, FedEx, UPS, etc.). It is best to allow for two additional days for delivery to the island. Email submissions of bids will not be accepted in lieu of hard copies.

II. BID SUBMISSION REQUIREMENTS.

- (a) The signed Tax Compliance Certification must be included with the bid response.
- (b) The signed Certificate of Non-Collusion must be submitted with the bid response.
- (c) Bid Price Forms must be signed by the authorized individual(s).
- (d) Signature page from the Town's contract, signed by an authorized individual as a good faith statement that the contractor is willing to enter into the Town's standard contract form. The selected vendor is required to complete the Town of Nantucket Contract Agreement prior to any services rendered.
- (e) Current Certificate(s) of Insurance.
- (f) Reference list.
- (g) The signed Certificate of Corporate Authority

III. SCOPE OF SERVICES.

Services under this bid include surveillance, testing and treatment of public properties and private properties as allowed by property owners, for control of mosquito population between May 1, 2023, and April 31, 2024 as well as consulting with the Department of Public Works (DPW) to implement mosquito control, permitting and public education.

1. Responsibilities

Meet with designated town representatives to determine areas previously surveyed and found to be a problem and to identify other potential problem areas. The Town will provide a list of previously treated areas.

2. Surveillance

Surveillance is a non-chemical inspection method that involves classification of mosquito breeding sites, larval presence and distribution surveys, and adult mosquito biting and trapping surveys, as well as identifying mosquitoes to species. Larval surveillance would be conducted while the employee was undertaking larviciding.

Adult surveillance should be conducted weekly. If not to be tested for arboviruses at this time, then to be used to measure species composition and population size of adult mosquitoes. This can later be used in addition to larval sampling to determine efficacy of program. Adult surveillance tools to be used on island include CDC light traps. Light and dry ice traps, gravid traps and resting traps. Assume 100 surveillances.

3. Testing

During the mosquito season, on a weekly basis, the successful bidder should conduct larval surveys. This means that all sites that have been known to contain mosquitoes in the past are checked for the

presence of mosquito larvae. This is accomplished through the use of a standard dipper (350 ml). Other methods of direct inspection include searching for new larval habitats (i.e. artificial containers) and developing mosquito habitats (i.e. water that has been blocked from running).

Records of larval stage and numbers per dip would be recorded with monthly reports. A few samples should be saved for later ID. Landing rates of adult mosquitoes are also noted. Further, light traps are placed at various locations around the county. Mosquitoes are removed from the light traps, counted, and identified. Finally, although it can be subjective, discussing the level of the problem with people in the area can help in a pest inspection. Assume 100 tests.

4. Treatment

While source reduction is the preferred treatment choice, there are some circumstances where removing standing water would be impractical. In these cases, a larvicide is used. The type of larvicide used to control the mosquitoes will depend upon the developmental stage the insects have reached when discovered. Larvae in the 1-3 instar stages are treated with either *Bti* (a bacteria) or in a catch basin environment *Bacillus sphaericus* in water soluble pouches. Fourth instar mosquito larvae and pupae must be treated using a different method, as the larvicides already mentioned are not able to affect their development at these stages. A light mineral oil is applied in cases where the mosquitoes have developed past the 3-instar stage.

Catch Basin Management: a targeted larviciding treatment to catch basins and storm drains to control mosquitoes in their aquatic stages and prevent emergence as adult mosquitoes especially the suspected West Nile Virus vector *Culex* (sp.) that typically breeds in these structures. These should be inspected to determine possible mosquito breeding locations. Assume 100 treatments.

5. Reports, Permits, State, and Local Agency Compliance

The successful bidder will assist the Town in filing paperwork and reports with the appropriate Federal, State, and local agencies. This may require report generation, permit filling, attending state and local meetings.

6. Public Education

The successful bidder will develop and produce hardcopy educational materials, attend civic meetings and schools to communicate about general mosquito control and specific activities on Nantucket, participate or organize events as requested by the Nantucket Department of Public Works. Assume 10 meetings per year.

7. Consulting

The successful bidder will provide consulting services to the Department of Public Works regarding Nantucket's mosquito control short term and long-term plans, development and consultation on source reduction and habitat management techniques, generation of specific studies or reports as requested by the DPW. Assume 100 hours.

IV. POSSIBLE PUBLIC LOCATIONS

Locations appears on the next page.

**MOSQUITO CONTROL SITES
PREVIOUSLY TREATED BY DPW**

Area	DOWNTOWN NANTUCKET
Location	Brand Point
Sites	Easton St marsh at #39 Sylvia Lane behind Nantucket Hotel
Area	NORTH OF NANTUCKET ISLAND
Location	Cliff Area
Sites	Lily Pond

Area	WEST OF NANTUCKET ISLAND
Location	Madaket
Sites	Tristram's Landing near Long Pond Loring Nature Center Eel Point at #169 Ponds between Eel Point and dunes Warren's Landing ponds at the harbor Fisher's Landing at the conservation areas Madaket Marine at N. Cambridge culvert Jackson Point area at #3 Massachusetts Ave Madaket Ditch area at #21 N Cambridge St

Area	SOUTH OF NANTUCKET ISLAND
Location	Bartlett's Farm
Sites	Near pond to ocean (@ Loran Tower) at Map 82 parcel 86 Pond off South Shore Rd – Morgan Square Area

Area	NORTH-EST NANTUCKET ISLAND
Location	Wauwinet
Sites	Conservation Foundation land – no treatment, just testing.

Area	NORTH-EST NANTUCKET ISLAND
Location	Pocomo
Sites	Between Village Way and Lairetta Ln.

Area	EST OF NANTUCKET ISLAND
Location	Est-End of Island
Sites	Milestone Rd – Near Skinner’s Golf Course at Phillips Run #260 & #299 Milestone Rd Between Tom Nevers & Loran tower and WWTP entrance on the ocean side.

Area	NANTUCKET ISLAND
Location	Private Location
Sites	Possible Private Locations (as access is allowed): up to 20

V. DELIVERABLES

The successful bidder shall report testing locations and results as well as larviciding locations, application rates and frequency on a monthly basis, to the DPW Director at 188 Madaket Road Nantucket, MA 02554

VI. CONTRACT TERM

This is a one-year contract. This contract shall be in effect from May 1, 2023, through April 31, 2024.

VII. QUALITY OF WORK

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representatives of the Town of Nantucket.

VIII. QUALITY REQUIREMENT.

- (a) Bidder must provide all of the items described in Section III and comply with all of the bid submission requirements in Section II.
- (b) Bidder must provide evidence of at least three years’ experience in completing Integrated Mosquito Control programs for municipal entities.
- (c) Bidder must have a PhD Entomologist on staff and provide a copy of a resume for this person.
- (d) Bidder must show capability to test mosquito pools for mosquito borne diseases through PCR or RAMP method.
- (e) Bidder must provide evidence of staff experience in identifying mosquito species present in Nantucket.

- (f) Bidder must provide evidence of staff experience in monitoring and controlling mosquito larval sites in Marsh habitat.
- (g) Bidder must provide evidence of capability to perform these duties.
- (h) Bidder must provide proof that the Contractor owns or leases all of the equipment necessary to provide the complete service and include a list of any equipment in the bid response.
- (i) Bidder must have been in the field of pesticide application for a minimum of five (5) years and must provide proof of this.
- (j) Bidder must have pesticide application license and must include copies of all applicable licenses in the bid response.
- (k) Bidder must have larvicide application license and must include copies of all applicable licenses in the bid response.
- (l) Bidder must have a valid driver's license and include a copy of the license in the bid response.
- (m) Preference will be given to contractors who have experience in achieving approval of a mosquito control plan with the Massachusetts State Reclamation and Mosquito Control Board
- (n) Bidder must provide current proof of Insurance(s) for the business in the bid.

IX. REFERENCES.

Bidders must provide a complete list of municipal customers who it provided services, costing over \$1,000, for in the past three years. Reference information must include Company/Government Name, Contact Person, Current Phone Number, Email Address, and date of service. Poor references may be a basis for determining that a bidder is not responsible.

Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to quality, attention to environmental issues, timely delivery, customer service and general customer satisfaction.

X. RULE FOR AWARD.

One contract will be awarded to the responsive and responsible bidder who meets the qualifying factors, can provide the services requested and offering the lowest **LUMP SUM BID AMOUNT**. This is a lump sum amount contract which includes all costs associated with the items needed to complete the work as required.

In the event of a tie of two vendors, the vendors will be invited to the procurement office for a coin toss to break the tie. In the event of a tie of more than two vendors, the vendors will be invited to the procurement office for a drawing of straws to break the tie.

XI. BASIS OF COMPENSATION.

Payment is to be on a monthly basis with the Contractor submitting an itemized invoice showing dates that services were performed as follows:

- Cost per Adult mosquito control surveillance: (units are **single trap site, per night**)
- Cost per larval site inspected: (Units are **per site inspected**)
- Cost per larval site treated (Units are **Acres treated**)
- Cost for **Reports, Permits, State and local agency compliance** (Units will be **fixed price** for annual requirements, and **hourly rate** for special reporting)
- Cost for **Public education** (Units will be **fixed price** for annual requirements)
- Cost for **Consulting** (Units will be **hourly rate**)

EXHIBIT APPEARS ON FOLLOWING PAGES

EXHIBIT A – BID FORM

LUMP SUM BID:

The undersigned proposes to the Town of Nantucket the contract price specified below for the specifications contained herein.

	DESCRIPTION	BID AMOUNT
1	Per test (assume 100)	\$
2	Per treatment (assume 100)	\$
3	Per surveillance (assume 100)	\$
4	Reporting and Permits (annual)	\$
5	Reporting and Permits (hourly, assume 100)	\$
6	Public Education (fixed price)	\$
7	Consulting (hourly, assume 100)	\$
Total bid price		\$
Total Lump Sum Bid Price		

Bid price must include all labor costs, all material costs, and all other expenses. There will be no reimbursable expenses allowed in the contract.

Bid amount in words: _____

Bid amount in numbers: \$ _____

Name of general bidder: _____

FEIN or SSN: _____

Address of bidder: _____

Telephone number of bidder: _____

Email Address of bidder: _____

Bidder's signature: _____ Date: _____

Contact Name: _____

***NOTE:** If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.*

Insurance Required:

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

END OF EXHIBIT A

EXHIBIT B – CERTIFICATE OF NON-COLLUSION

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

Signature of person signing bid or proposal Date

Please Print Name

Name of Business

END OF EXHIBIT B

EXHIBIT C – TAX COMPLIANCE CERTIFICATION

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

Federal Employer ID Number

Name of Corporation

President’s Signature

Date

Please Print Name

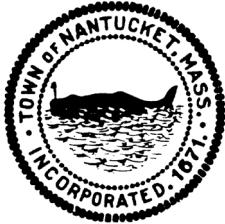
END OF EXHIBIT C

EXHIBIT D – STANDARD AGREEMENT

**TOWN OF NANTUCKET
STANDARD AGREEMENT**

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

<i>Town of Nantucket Use Only</i>	
Contract No.	_____
PO No.	_____
Vendor No.	_____



TOWN OF NANTUCKET
PURCHASE AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
AND
XXXXXXXXXXXXXXXXXX

THIS AGREEMENT made effective this _____ day of _____, 2023 by and between the TOWN OF NANTUCKET, MASSACHUSETTS, a municipal corporation duly organized under the laws of Massachusetts and acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554, hereinafter referred to as the “TOWN”, and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of response for the provision of _____, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a response to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

- CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the [Written Purchase Description] [Invitation for Bids (IFB)] including without limitation the Specifications therein, and the CONTRACTOR’s Response. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
- THE WORK.** The Work consists of providing the services required of the Project, as more fully described in the Contract Documents as defined above.
- TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

4. COMPENSATION.

- (a) The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR’s Response, included herein as Attachment A.
- (b) The TOWN will pay the CONTRACTOR compensation in the amount of \$ [REDACTED] as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the TOWN shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$ [REDACTED] without the express prior written approval of the Select Board.
- (c) The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
- (d) Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- (e) The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.

6. LIABILITY OF THE TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Project, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

- (a) The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

(b) All policies shall identify the TOWN as an additional insured (except Workers' Compensation and professional liability) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned “PDF” transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned “PDF” transmitted by email) shall be deemed to be their original signatures for all purposes.

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

TOWN OF NANTUCKET,
MASSACHUSETTS:

Name
Title

C. Elizabeth Gibson
Town Manager

DATE: _____

DATE: _____

Approved as to Funds Available:

Brian E. Turbitt
Director of Municipal Finance; or
Mariya Basheva,
Assistant Town Accountant

DATE: _____

FOR TOWN OF NANTUCKET USE ONLY

Funding ORG/OBJ(s):

Purchase Order #:

END OF GENERAL TERM & CONDITIONS
EXHIBIT APPEARS ON FOLLOWING PAGES

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

**CONTRACT EXHIBIT A
CONTRACTOR'S RESPONSE TO PROJECT**

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

**CONTRACT EXHIBIT B
TAX COMPLIANCE CERTIFICATION**

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

Federal Employer Identification Number

Name

Date:

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

**CONTRACT EXHIBIT C
CERTIFICATE OF NON-COLLUSION**

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

Signature of person signing bid or contract

Name of Business

STANDARD TON CONTRACT – AWARDED BIDDER WILL BE ASKED TO SIGN

**CONTRACT EXHIBIT D
CERTIFICATE BY CORPORATION TO SIGN CONTRACT**

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

_____ (Name) _____ (Officer)

of this Company, (s)he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such

_____ under seal of the company, shall be valid and binding upon this company.
(Officer)

A TRUE COPY,
ATTEST:

_____ (Corporate Clerk)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____ (Name of Corporation)

and that _____ (Name) is the duly elected

_____ of said company, and the vote has not been
(Title)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ (Corporate Clerk) _____ (Corporate Seal)

Name of Business

END OF EXHIBIT D

EXHIBIT E – CERTIFICATE OF CORPORATE AUTHORITY

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:

END OF EXHIBIT E

EXHIBIT F – LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

_____, MASSACHUSETTS
LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

_____, LLC

I, _____, do hereby certify that:

1. I am the duly elected and acting _____ of _____ LLC, a limited liability company organized and existing in good standing under the laws of the State of _____ (the "Company").
2. Attached hereto as Exhibit A is a true and correct copy of resolutions which were duly adopted by the members of the Company on _____, 20__.
3. The attached resolutions have not been amended, rescinded or modified and are in full forces and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.
4. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated _____, 20__ and the Operating Agreement dated _____, 20__.
5. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified and are in full forces and effect on the date hereof.
6. The following person are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Witness, my signature and the seal of the Company this _day of _____, 20__.

Name:
Title:

END OF EXHIBIT F

EXHIBIT G – REFERENCE LIST

Provide here specific project names, each of which identifies a project whose references and description are provided in the “Relevant Experience and Similar Projects” section of the proposal: contact name, company name, address, and telephone number.

Project/Contract Name Page# in proposal with Description	Client/Company Name	Address	Phone

END OF EXHIBIT G

Town of Nantucket ▪ Procurement Office
37 Washington St. ▪ Nantucket, MA 02554 ▪ 508-228-7200

END OF IFB No. 2023-TON-0308



Town of Nantucket
▪ Procurement Office ▪
Procurement@nantucket-ma.gov
<https://www.nantucket-ma.gov>

BIDDER'S CHECKLIST

Required for bid submittals:

- Bid Price form
- Non-collusion form
- Tax compliance certificate
- Signature page from Town of Nantucket contract agreement
- Reference list
- Certificate of Corporate Authority or LLC Certificate of Authority (if applicable).
- Proof of Insurance
- W9 (if new Contractor with the Town of Nantucket.)