County of Dukes County

*Massachusetts*

SOLICITATION

## FOR

**COURTHOUSE CUSTODIAL SERVICES**

**PART 1. GENERAL INFORMATION AND QUOTE SUBMISSION REQUIREMENTS**

**PART II. SCOPE OF WORK**

**PART III. ADDITIONAL INFORMATION PART IV. RULE FOR AWARD**

**PART V. ATTACHMENTS**

**DUE BY:**

2pm on Monday March 13, 2023

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**SOLICITATION**

The County of Dukes County (“County”) is seeking quotes for hourly rates to clean the Dukes County Courthouse (“Courthouse”). The building is approximately 13,000 square feet and requires approximately 20 hours of custodial services per week. The contract(s) awarded will be for a one (1) year term, with two (2) additional one-year options to renew, to be provided at the sole discretion of the County. The Contractor will be responsible for providing all labor necessary to do the work.

# PART I. GENERAL INFORMATION AND QUOTE SUBMISSION REQUIREMENTS

1. Bids must be submitted, *sealed and in writing*, to the County Manager’s office in a package plainly marked “*Bid for Courthouse Cleaning Services,* **on or before Monday March 13, 2023 at 2:00PM.** Bids may be hand delivered, mailed via USPS, or sent via UPS or FedEx to the County Manager’s Office at 9 Airport Rd PO Box 190, Edgartown, MA 02539. Please note that overnight and 2-day services do not guarantee timely delivery to Martha’s Vineyard. No bids submitted after that time will be accepted. Bids must include all the required materials and information.
2. AWARD DATE: Award will be made within ten (10) business days after the due date unless otherwise stated in the specifications, or the time for award is extended by mutual consent of all parties.
3. Contractor agrees to provide the services specified in this IFB, for the price offered, for a one

(1) year term, with two (2) additional one-year options to extend, to be provided at the sole discretion of the County Manager. Notwithstanding anything in the Agreement to the contrary, any and all payments which the County is required to make under this Contract shall be subject to appropriation or other availability of funds.

1. If any changes are made to this Solicitation, an addendum will be issued. Addenda will be mailed, emailed or faxed to all contractors on record as having received the Solicitation.
2. Contractors shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
3. Questions concerning this Solicitation must be submitted in writing to: Martina Thornton, County Manager via e-mail to: manager@dukescounty.org
4. After the quote deadline has passed, a responder may not change any provision of the quote in a manner prejudicial to the interests of the County or fair competition. Minor informalities will be waived or the responder will be allowed to correct them. If a mistake and the intended quote are clearly evident on the face of the quote document, the mistake will be corrected to reflect the intended quote and the responder will be notified in writing; the responder may not withdraw the quote. A responder may withdraw a quote if a mistake is clearly evident on the face of the quote, but the intended correct quote is not similarly evident.
5. The County reserves the right to reject any and all quotes and to waive any informality in quotes received whenever such rejection or waiver is in its best interest.
6. The County will not be responsible for any expenses incurred in preparing and submitting quotes. All quotes shall become the property of the County.
7. Responders must be willing to enter into the County’s standard form contract (ATTACHMENT 3) that will include the Scope of Services description and Additional Information section of this SOLICITATION.
8. The quote, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected contractor shall be expected to comply with all applicable state and federal laws regarding the performance of service.
9. Purchases by the County are exempt from federal, state and municipal sales and/or excise taxes. The Contractor shall not include in this quote any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
10. The Tax Compliance Certification and Certificate of Non-Collusion must be included with the quote response. They are provided in this Solicitation as ATTACHMENT 1. This must be signed by an authorized individual.
11. Unexpected closures: If, at the time of the quote due date, the County Administration Building is closed due to uncontrolled events such as fire or weather, the due date will be postponed until 2:00 pm on the next normal business day. Quotes will be accepted until that date and time.
12. The County is an Equal Opportunity Employer. The Town encourages proposals from qualified MBE/DBE/WBE firms.
13. An optional site visit is scheduled for **Tuesday March 7, 2023 at 4:00pm** at the Dukes County Courthouse, 81 Main St, Edgartown, MA.02539
14. The Contractor shall be responsible for having a clear understanding of the existing conditions of the site before submitting a quote for this contract and shall be responsible for fully carrying out the work of the Contract, regardless of actual site conditions encountered.

# PART II. SCOPE OF WORK

The following information and general requirements, including the Minimum Qualifications listed below, are to be considered by all potential responders.

STATEMENT OF DUTIES

The Contractor is responsible for maintaining a clean, comfortable, and safe environment for building patrons and personnel. Moderate physical effort is required to perform duties. Contractor is regularly required to walk, stand, bend, reach, stoop, kneel, crouch, crawl, reach with hands and arms, and lift heavy materials and equipment. Contractor is frequently required to move or lift objects weighing up to

10 pounds and is sometimes required to occasionally lift up to 40-50 pounds and use hands to operate tools and equipment. The Contractor must be able to adapt to changing environmental situations and also must spend time doing repetitive tasks. The Contractor has frequent contact with cleaning fluids and other potentially hazardous materials. OSHA safety standards must be followed when using these products. The Contractor may need to use a ladder or step stool at times.

All work is to be quality work and shall be performed according to the standards of the industry and according to the instructions & specifications as presented by the authorized representatives of the County. The County reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of County’s representative to disapprove or reject inferior work shall not be construed to be an acceptance of such work or material. If any is found during inspection, the Contractor shall rectify inferior work at his/her own expense.

Contractor works under the general direction of the County Manager and the Assistant to the County Manager or their designee; the Contractor plans and carries out regular work in accordance with previous training, with substantial responsibility for independently maintaining the daily appearance and clean environment of the Courthouse. As a regular and continuing part of the job, Contractor must be self-directed on a daily basis without direct supervision.

# Job Environment:

Cleaning and maintenance of the Courthouse is expected to take approximately 20 hours per week. The Courthouse occupies 13,000 total square feet. Contractor will be responsible for maintaining the cleanliness and maintenance of:

* Six public restrooms
* Public lobby and hallways on all three floors
* Three private restrooms
* Three stairwells
* Second floor public library
* Second floor courtroom
* Second floor hearing room
* Five offices, on first and six offices on the second floor
* Basement hearing room
* First floor Registry of Deeds

In addition, Contractor will be responsible for maintaining organization and stocking of cleaning supplies and equipment in custodian storage rooms (first, second & basement levels). Cleaning supplies will be provided by the County.

Contractor works independently with minimal to no daily supervision, during closed hours:

***before 8:00am or after 4:30pm, Monday-Friday****, unless otherwise approved by the County Manager*

# Essential Functions:

## DUTIES TO BE PERFORMED DAILY:

* Clean and restock the public and private bathrooms.
* Vacuum/mop first & second floor corridors.
* Empty all trash and recycling receptacles.
* Dust and disinfect desks and countertops in all offices and lobby areas.

## DUTIES TO BE PERFORMED A MINIMUM OF (1) TIME PER WEEK:

* Vacuum all carpeted areas.
* Vacuum/mop stairways, hallways and all other areas that are not carpeted.
* Organize and prepare all trash and recyclables for weekly pick up on predetermined days.
* Dusting of all equipment, shelving and other furniture

## DUTIES TO BE PERFORMED AS NEEDED:

* Check all interior and exterior lights for bulb replacement and replace as necessary.
* Clean all interior and exterior door glass.
* Clean walls, trim and baseboard surfaces.
* Dust blinds and windowsills
* Coordinate ordering of replacement supplies with the Assistant to the County Manager.
* Strip and wax tiled/vinyl floors.
* Shampoo and wash carpets.
* Report damage, vandalism, or other concerns to the County Manager and the Assistant to the County manager
* Coordinate other maintenance tasks as agreed.

Contractor works independently with minimal to no daily supervision ***before 8:00am or after 4:30pm, unless otherwise agreed on by both parties.***

The Contractor must arrive at any routine job prepared with the appropriate personnel, equipment, and supplies to perform cleaning services.

The Contractor shall use only trained personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. Names and addresses of all cleaning personnel will be submitted to the County Manager. A criminal history records check will be required for all cleaning personnel before the Contract is approved. All cleaning personnel must be residing in the United States with legal documentation. The Contractor shall not subcontract or sublet any portion of the work without the written consent of the County Manager.

MINIMUM QUALIFICATIONS FOR BIDDERS

* High School diploma;
* Valid driver’s license;
* Have been regularly and actively engaged in the cleaning/disinfecting contracting business, preferably in a large municipal building, operating under the same business name and business organization structure; and performing the type of work described above under “SCOPE OF WORK” for a minimum of three (3) years, and have dedicated staff located on the island of Martha’s Vineyard (i.e. not travelling to/from the mainland to come to work). The last requirement is to ensure staff is available in case inclement weather cancels ferries to/from the mainland."
* Knowledge of cleaning materials, supplies, tools, equipment, and cleaning methods and procedures;
* Ability to read and understand all safety labels and warnings on products, tools and equipment being used;
* Skills in operating basic cleaning tools and equipment, and prioritizing tasks;
* Ability to effectively take direction from the authorized county representatives and communicate with staff;
* Ability to work in poor weather conditions;
* Ability to be self-directed and organized;
* Ability to work late nights and/or early mornings;
* Ability to assess an emergency and react accordingly.

The County may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

# PART III. ADDITIONAL INFORMATION

## EMPLOYEES

Responders must provide, with their quote, a list of personnel and contact information for any individuals who will be employed to clean the Courthouse. All personnel will be subject to a CORI. A criminal record check will be conducted by the Criminal History Systems Board for conviction, non-conviction, and pending criminal case information only; and it will not necessarily disqualify the Contractor and/or the employee from performing work on the premises. Responders must also provide the name and phone number of an Emergency Contact that is able to respond within three hours in the event of an Emergency. In addition, if a responder’s company is not located on the island of Martha’s Vineyard, a detailed plan must be provided that clearly indicates how the contractor will manage to clean all the buildings in the event of a weather-related closure, or any suspension of ferry service to the island.

## REFERENCES

Responders must provide a list of at least three references for which similar type services have been performed in the past three years. Reference information must include Company/Government Name, Contact Person, Phone Number, Fax Number and date of purchases. Poor references may be a basis for determining that a contractor is not responsible. Reference questions will include but may not be limited to quality and durability, timely delivery, customer service and general customer satisfaction.

## RESPONDER’S REPRESENTATION:

Each Contractor by making a quote represents that:

1. The Contractor has read and understands the Contract Documents and the quote is made in accordance therewith.
2. The Contractor has visited the site and is familiar with the local conditions under which the Work must be performed.

Failure to so examine the Contract Documents and site will not relieve any Responder from any obligation under the quote as submitted. Neither the Commonwealth nor the County will be responsible for errors, omissions and/or charges for extra work arising from the Contractor’s failure to familiarize itself with the Contract Documents or existing conditions.

## PREPARATION AND SUBMISSION OF QUOTES:

Quotes shall be submitted on the “Quote Response Form” (provided as ATTACHMENT 2) as appropriate, furnished at no cost by the County. Where so indicated on the Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the quote sum expressed in words and the quote sum expressed in figures, the words shall control.

Date and time for receipt of Quotes is set forth on page 2 of this Solicitation. Any quote not received by the applicable deadline will not be accepted.

Timely delivery of a quote at the location designated shall be the full responsibility of the Contractor.

## INSURANCE REQUIREMENTS:

The Contractor shall have proof of workers’ compensation, vehicle, and general liability insurance. Contractor shall submit originals of each certificate of insurance, acceptable to the Awarding Authority upon contract execution. Certificates shall show each type of insurance, insurance company, policy number, and amount of insurance. Updated certificates of insurance must be provided each year for contract renewal to be considered.

## NON-PERFORMANCE

If at any time the project locations become unkept or unsightly, the County will notify the Contractor in writing. If no action is taken by the Contractor, the County reserves the right to order that the responsibilities be fulfilled by another party, and no further payments will be made to the Contractor. If the Contractor is routinely unable to keep the Courthouse in good appearance, according to the County Manager, it will be considered a failure to execute the contract and written notice will be provided.

# PART IV: RULE FOR AWARD

The contract will be awarded to the responsive and responsible contractor offering the lowest price for the services specified in this Solicitation. In the event that the County receives low Quotes in identical amount from two or more responsive and responsible bidders, the County shall select the successful Contractor by flipping a coin. The contractors who are under consideration will be invited to attend and observe the selection process.

# PART V: ATTACHMENTS & EXHIBITS

ATTACHMENTS:

1. CERTIFICATE OF NON-COLLUSION & TAX COMPLIANCE CERTIFICATION
2. QUOTE RESPONSE FORM
3. GENERAL CONTRACT

**ATTACHMENT 1**

## CERTIFICATE OF NON-COLLUSION:

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

## TAX COMPLIANCE CERTIFICATION:

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

## ANTI-DISCRIMATION REQUIREMENTS: FAIR EMPLOYMENT PRACTICES RELATIVE TO TOWN CONTRACT:

It is understood and agreed that it shall be a material breach of any contract resulting from this quote for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin sex, age, or ancestry.

Signature of Contractor Date

Printed Name

Company Name

**ATTACHMENT 2 QUOTE RESPONSE FORM**

**CUSTODIAL SERVICES**

The undersigned proposes to furnish the supplies and services outlined in the above Solicitation for the contract price specified herein:

Name of Company or Individual Bidder

Address, City, State, Zip

Telephone Email

Bidder’s Title FEIN or SSN

# PROPOSED HOURLY RATE $

**HOURLY RATE IN WORDS**

Bidder’s Signature Date

## EMERGENCY CONTACT:

Name Phone

**ATTACHMENT 3**

 **AGREEMENT BETWEEN**

**COUNTY OF DUKES COUNTY, MASSACHUSETTS**

 **AND**

 **INDEPENDENT CONTRACTOR**

THIS AGREEMENT made effective this day \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 by and between the DUKES COUNTY, MASSACHUSETTS a municipal corporation, acting by and through its County Manager, with office at 9 Airport Rd, Edgartown, MA 02539 (hereinafter called the "COUNTY"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** with principal offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS the COUNTY desires to retain the CONTRACTOR to provide certain services for the COUNTY as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

1.1 The COUNTY hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the COUNTY, as described in Article 2.

1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the COUNTY, on the one hand, and the CONTRACTOR on the other, and the COUNTY shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth in the Solicitation titled “COURTHOUSE CUSTODIAL SERVICES”

2.2 The CONTRACTOR shall report, and be responsible, to the County Manager and its designee (if any) as set forth in the Solicitation.

2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the COUNTY. The COUNTY shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the COUNTY in writing.

2.4 The CONTRACTOR represents and warrants to the COUNTY that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.

2.5 The CONTRACTOR represents and warrants to the COUNTY that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from Undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

2.6 All written materials and any other documents (whether in the form of “hard” copies, Graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the COUNTY under applicable law or, to the extent that the “work for hire” doctrine does not apply, CONTRACTOR hereby grants to the COUNTY a perpetual, royalty-free exclusive license in such items. The COUNTY acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the COUNTY in connection with any other project shall be at the COUNTY’s sole risk unless otherwise agreed to by the CONTRACTOR in writing.

**ARTICLE 3 - PERIOD OF SERVICES**

3.1 Unless otherwise agreed upon by both parties, in writing, the term of this Agreement shall Commence on APRIL 1, 2023 until JUNE 30, 2023 with two (2) additional one-year options to renew to be provided at the sole discretion of the COUNTY.

3.2 The CONTRACTOR shall proceed with the work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the work to completion in accordance with the provisions hereof. In any event, the work shall be completed no later than the date set forth in the Solicitation.

3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the COUNTY shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event. If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional COUNTY funds, the COUNTY may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

**ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

4.1 The compensation due to the CONTRACTOR shall be paid in the amounts as stated below, and in the manner set forth on Exhibit A, attached hereto.

4.2 The CONTRACTOR will bill the COUNTY with one or more invoices broken down to show the quantity of work performed and the hours during which it was performed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the COUNTY.

4.3 The COUNTY will pay the CONTRACTOR upon review and approval of such invoices by the COUNTY or its designee.

4.4 This contract is subject to budgetary restrictions which limit the total amount of funds available for the work. The COUNTY will not be obligated to pay any amount in excess of the maximum budgeted amount without the express written approval of the COUNTY.

**ARTICLE 5 – TERMINATION**

5.1 This Agreement may be terminated, with cause, by either the COUNTY or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

5.2 The COUNTY shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:

(a) the COUNTY shall remain liable for payments for the services and/or expenses of

CONTRACTOR accrued prior to the effective date of the notice of termination in

compliance with this Agreement (less all costs reasonably incurred by the COUNTY as a result of the CONTRACTOR's default, if any), as determined by the COUNTY but for no other amounts including, without limitation, claims for lost profits on work not performed; and

(b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

**ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

6.1 The CONTRACTOR agrees to indemnify and save the COUNTY harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the COUNTY for any and all costs, damages and expenses, including reasonable attorney's fees, which the COUNTY pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the COUNTY with respect to the CONTRACTOR, in connection with this Agreement.

6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense, and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the COUTNY, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

1. Worker’s Compensation and Employer’s Liability Insurance

Coverage as required by the Worker’s Compensation Laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149 § 34A, including both statutory lines and Coverage B with a 500/500/1,000 limit of liability.

1. Comprehensive General Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

Limits of Liability

Bodily Injury $1 Million each person

 $1 Million each occurrence

 $2 Million aggregate

Property Damage $1 Million each occurrence

 $2 Million aggregate

The comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Contractor him/herself with his/her own employees; “premises-operations” line.
2. The Contractor’s liability assumed under the Contract Terms; “hold harmless” or indemnity agreement” line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor’s Insurance Certificate.
3. Owner’s Protective Liability Insurance

The Contractor shall take out and furnish to the County a Certificates of Insurance naming the COUNTY and Commonwealth of Massachusetts Trail Court as additional insured as their interest may appear and maintain during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

1. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and Excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage Combined Single Limit of $1 Million

The Insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the contract.

1. General Requirements for All Lines of Insurance to be Furnished

All policies shall be written so the County shall be notified of cancellation or addition of “restrictive amendments” by Registered Mail or by e-mail to manager@dukescounty.org not later than twenty (20) days prior to the effective date of such cancellation or amendment.

If the initial policy/policies expire prior to the completion of work, renewal certificates shall be promptly filed with the School Department for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.

Such additional insurance as the COUNTY may reasonably require as set forth in the SOLICITATION.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the COUNTY twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the COUNTY will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the COUNTY upon the execution of this Agreement and at such times thereafter as the COUNTY may reasonably request.

**ARTICLE 7 - GENERAL PROVISIONS**

7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the COUNTY and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the COUNTY.

7.2 Neither party may assign, transfer, or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the COUNTY relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the COUNTY specified in the initial paragraph of this agreement, unless specifically authorized or delegated by a lawful vote of such body.

7.4 This Agreement, together with the Solicitation (Contractor, Scope of Work, Term), Exhibit A (Payments) and any additional exhibits referred to therein, constitute the entire agreement of COUNTY and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by COUNTY and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the state in which the COUNTY is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and

year first written above.

**COUNTY OF DUKES COUNTY:**

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Martina Thornton, County Manager Date

**CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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Name, Title Date