Barnstable County Purchasing Department

INVITATION FOR BID

Copy Paper

IFB #: 7905

Date: April 6, 2020
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Advertisement

Barnstable County invites sealed bids for the supply and bulk delivery of **Copy Paper** for schools throughout Barnstable County per **Bid No. 7905**.

Bid specifications may be obtained as of April 6, 2020 @ 9:00AM, on the Purchasing website at: http://purchasing.barnstablecounty.org

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **Tuesday, April 21, 2020 @ 11:00AM**.

Due to COVID-19, the Massachusetts Attorney General’s Office has advised that public openings may be done through a livestream. An in-person bid opening will not be held for this bid. A link will be available on the Barnstable County Purchasing website with a link for the public to join on the day of the opening.

Sealed envelopes containing bids shall be clearly marked **“IFB Copy Paper NO. 7905”**

**NOTE: One original copy of each bid shall be submitted. NO faxed or emailed proposals will be accepted.**

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

**All bids for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.**

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

Jennifer Frates  
Chief Procurement Officer

SUPERIOR COURTHOUSE, 3195 MAIN STREET, P.O. BOX 427, BARNSTABLE, MASSACHUSETTS 02630
Barnstable County invites sealed bids for the supply and bulk delivery of Copy Paper for schools throughout the County.

1. **Product Specifications**
   Bidders are to submit responses based upon the specifications as outlined within Attachment A, “Product Specifications” and the within Attachment B, “Bid Response Sheet”. Vendors are to submit with their proposal product data/specification sheets for review by the County to determine if product meets their requirements.

2. **Warranty - Not Applicable**
   Include within your response warranty information for products proposed.

3. **Manufacturers & Suppliers Information**
   The use of specific trade, brand, or manufacturer’s names is not intended to limit competition. Whenever trade/brand/manufacturer’s names are used, the actual words “OR EQUAL” are to be understood. Bidders are directed to list brand names, manufacturer’s numbers, and any other information required to enable the Awarding Authority to determine that the paper offered is “EQUAL”.

4. **Shipping**
   All products are to shipped FOB Destination delivered free of freight charges. The cost of freight shall be incorporated within the per unit price of products offered.

5. **Required Delivery**
   Delivery information and locations is defined within Attachment A, “Product Specifications”.

6. **Waste Disposal - Not Applicable**
   The awarded vendor shall be responsible for disposal of all packing material and solid waste as a result of this project. The cost of such shall be incorporated within your per unit price. The work area shall be kept in a clean and orderly fashion and removed of all debris at the close of each day. All solid waste shall be removed from County property within 24 hours of completion of installation.

7. **Set up and Installation - Not Applicable**
   The awarded vendor shall setup and install in place within the location (s) specified within the Specifications, if applicable. Include within your response an installation plan and timeline for installation that demonstrates your company’s ability to meet the required delivery date.

8. **Sub Contractors**
   If any aspect of this project is to be sub contracted it must be so noted within your response. Include the name of the sub contractors and qualifications.

9. **Pre-Bid Meeting**
A pre-bid meeting has not been scheduled for this bid.

10. Bid Response Instructions
All bids must be delivered to:

Barnstable County Purchasing Department
Superior Courthouse
3195 Main Street
Barnstable, MA 02630

11. Required Bid Response Date
Bidders who wish to be considered for this project should submit their proposals per the instructions above to the County prior to the date and time specified below.

Proposals are due on or before **11:00 AM on April 21, 2020**. No late proposals will be accepted.

Due to COVID-19, the Massachusetts Attorney General’s Office has advised that public openings may be done through a livestream. An in-person bid opening will not be held for this bid. A link will be available on the Barnstable County Purchasing website with a link for the public to join on the day of the opening.

12. Bid Signature
A bid must be signed as follows:

1) if the bidder is an individual, by her/him personally;
2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

13. Official Date & Time
A bid will not be considered delivered unless the bid has been received by the Purchasing Department by the required response date and time referenced above.

14. Time for Bid Acceptance
The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between Barnstable County and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

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

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

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

16. Bid Prices to Remain Firm
All bid prices submitted in response to this bid must remain firm for 30 days following the bid opening.

17. Unforeseen Office Closure
If, at the time of the scheduled bid opening, Superior Courthouse is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

18. Questions and County POC
Any clarification of requirements or requests for additional information by proposers must be made in writing via email and submitted no later than Tuesday, April 14, 2020 @ 4:30 pm E.S.T. to purchasing@barnstablecounty.org. Answers to all questions will be made in writing and posted online as an addendum to the IFB #7905 Copy Paper on the Purchasing website: https://purchasing.barnstablecounty.org/. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

19. Changes and Addenda
For any bid or RFP document and any addenda that are received electronically, it is the responsibility of every bidder who receives this bid or RFP and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents.

20. Key Personnel – Not applicable
If applicable, include within your response the key individuals that will be responsible for insuring the success of this project and their qualifications.
21. References
Provide the following references (Attachment D):
- Provide the contact information (entity name, contact name, title, phone number & email address) for three client references on projects of similar type, scale, and complexity.

22. Price Escalation
Not Applicable (N/A)

23. Insurance

General Insurance Requirements
Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the “A- VIII” category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.

b. Each policy (except workers’ compensation and personal property) shall include County of Barnstable, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as “all other political subdivisions”), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.

c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and “all other political subdivisions,” its officers and employees.

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

Liability Insurance
The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor’s liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the County of Barnstable, and “all other political subdivisions,” its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of ($1,000,000).

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

b. Automobile Liability: to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars ($1,000,000). The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

c. Umbrella Liability: to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer’s liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars ($1,000,000) or such other amount if required by the County of Barnstable and indicated via addendum to this Contract.

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

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

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

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

**Additional types of Insurance**

The Vendor shall provide such other types of insurance as may be required by the County of Barnstable and indicated via addendum to this insurance requirement.

**Proof of Insurance**

No work shall be commenced on the site by the Vendor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Vendor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to add the County of Barnstable, and “all other political subdivisions” as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and “all other political subdivisions,” and to provide the County of Barnstable with at least thirty (30) days’ notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

**Effect of Failure to Continue Insurance in Force**

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

24. **Contractual Terms**

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the County Contract for Services (Attachment E) and within this IFB. Any term not objected to will be deemed to have been accepted by the proposer. Exceptions to the terms and conditions may result in the respondent’s offer being deemed as non responsive.

25. **Reference to General Laws**

Whenever in the proposal, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to proposal on the proposed work.

26. **Cost of Preparation**

The cost of preparation and delivery of the proposals will be borne solely by the Vendor.
27. County Tax Exemption
Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

28. Political Activity Prohibited, Anti-Boycott Warranty
The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

29. Contractor Compliance
The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

30. Public Record Request
All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

31. Selection and Notice
   a. Awards shall be made to the most responsive, responsible vendor offering the lowest overall price.

   b. The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.

   c. The County will notify the selected firm of its decision and will be prepared to issue a purchase order immediately upon selection and notification that the offer to engage is accepted by the vendor.

32. Submittals
Cover letter clearly addressing any exceptions taken to the terms and conditions contained within this IFB.

   a. Product Data/Specifications sheets
   b. List of any subcontractors
c. Completed Bid Response Sheet (Attachment B) **REQUIRED**

d. Non-Collusion/Tax Compliance (Attachment C) **REQUIRED**

e. List of References (Attachment D) **REQUIRED**

f. Samples of paper **REQUIRED**

One original copy of the bid should be submitted. Bids must be sealed and marked as follows:

“IfB #7905 Copy Paper”.

**END OF IFB**
Attachment A
Product Specifications

PURCHASE DESCRIPTION/SCOPE OF SERVICES
Minimum evaluation criteria have been established for bidders:

- The bidder must have been in the business of providing photocopy paper for at least three years and shall have an organization suitable for delivering the paper in accordance with this IFB.

- The bidder must have an existing supply relationship with a manufacturer adequate for and devoted to the production of the paper which it intends to furnish and has the licenses, equipment, and personnel to deliver the paper as required.

- The paper and its delivery must meet the specifications.

- The bidder must have financial and personal resources of sufficient scope to assure prompt and satisfactory performance of the terms and conditions of this IFB.

Failure of a bidder to meet all of these minimum evaluation criteria will result in rejection of their bid.

The Towns will endeavor to order cases of paper specified in this IFB in truck/trailer shipping loads.

Conditional bids will not be accepted by the Awarding Authority.

The awarded bidder shall contact all municipalities listed on the attached spreadsheet to make arrangements to schedule delivery prior to start of school year.

Delivery is expected to take place during business hours when a custodian is on duty.

It is the responsibility of the Bidder to provide storage/warehousing for its products until the assigned delivery and installation time.

Bids which substantially depart from the specifications and requirements will be rejected. The Awarding Authority shall be the sole judge as to whether a bid substantially departs from the bid specifications and requirements contained herein.

Specifications:
This procurement is for white premium no. 4 xerographic dual-purpose paper measuring 8 ½” x 11”, 20lb. with target minimum brightness of 92. The paper offered must be suitable for use on copiers, laser printers, ink jet printers, printing presses, and plain paper fax machines. The paper must be mill conditioned and packed in moisture proof packages with ten reams per case. One ream is 500 sheets of paper.

A sample of the paper offered must be included with the bid at no cost to the Awarding Authority. The sample must be a ream of paper with the moisture proof wrapping showing the trade name of the paper and the manufacturer’s number.

Delivery:
The unit price bid shall include delivery to the individual municipal entities to the location specified in the “Ship to” column on the Locations & Quantity Information Spreadsheet located within this IFB, for any
municipal entity participating in this procurement unless other arrangements are agreed to by the entity and the low bidder after the bid award.

Delivery of materials and equipment must be made to each site during regular business hours.

All items shall be subject to the inspection and approval of the Awarding Authority. Acceptance of delivery of paper to the site shall not constitute final acceptance. In the event that any of the paper shall be rejected as damaged, unsuitable, or not in conformance with these specifications, such items shall be removed immediately and other items of proper quality as set forth in these specifications shall be furnished and delivered, all at the expense of the successful bidder. The weight, count, and measure will be determined at the points of delivery within two working days.

The successful bidder will furnish proof of delivery at each destination.

**Payments:**
Each political subdivision shall accept sole responsibility for any payments due for its share of any purchase made under the terms and conditions of this procurement.

No advance payments will be made. Payment will be made only after deliveries have been made and invoice(s) has been duly received by the municipal entities participating in this joint procurement.

The bid price(s) shall be written in both words and figures, and in the case of a discrepancy between the amount in words shall govern.

The Awarding Authority reserves the right to increase or decrease the quantity of any item specified herein. In the event of any such increase or decrease in the quantity of items procured, the price shall be adjusted reflect the unit price bid. Under no circumstances will the total procurement exceed the total amount of the contract(s) by more than twenty-five percent.

This contract is subject to the appropriation of funds by the Awarding Authority and its participating towns. If an event of non-appropriation occurs, any order that has been forwarded to the winning bidder will be canceled, and any goods and supplies that have been received will be returned.

**Contract Term:**
July 1, 2020, through December 30, 2020, unless an extension of time is agreed to between the location and the vendor.
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<td><a href="mailto:oneil@npsk.org">oneil@npsk.org</a></td>
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<td>Orleans, MA 02653</td>
</tr>
<tr>
<td>80 CASES 2 PALLETS</td>
<td>NO DOCK</td>
<td>80 CASES 2 PALLETS</td>
<td>NO DOCK</td>
<td>100 CASES 2.5 PAL</td>
</tr>
<tr>
<td>Barry Schofield</td>
<td>508-896-4545</td>
<td>Linda Burt</td>
<td>508-255-0808</td>
<td>Anthony Sanzo</td>
</tr>
<tr>
<td>30 Schoolhouse Road</td>
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<td>Orleans, MA 02653</td>
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<tr>
<td>Wellfleet Elementary School</td>
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<td>40 CASES 1 PALLETS</td>
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<td>NO DOCK</td>
<td>774-353-7486</td>
</tr>
<tr>
<td>Paul McHugh</td>
<td>508-349-3101</td>
<td>Paul Richard</td>
<td>774-353-7486</td>
<td>Nauset Reg Middle School</td>
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<td>100 Lawrence Road</td>
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<td>Tailgate</td>
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<td>Orleans, MA 02653</td>
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<td>Wellfleet, MA 02667</td>
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<td>Orleans, MA 02653</td>
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<tr>
<td>Attention: Harvey Smith</td>
<td></td>
<td>78 Eldredge Park Way</td>
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<td>Orleans, MA 02653</td>
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<tr>
<td>Nauset High School</td>
<td>280 CASES 7 PALLETS</td>
<td>DOCK</td>
<td>280 CASES 7 PALLETS</td>
<td>DOCK</td>
</tr>
<tr>
<td>Tony Nannini</td>
<td>774-722-2537</td>
<td>Tony Nannini</td>
<td>774-722-2537</td>
<td>Orleans, MA 02653</td>
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<td>100 Cable Road</td>
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<td>N. Eastham, MA 02651</td>
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<td>78 Eldredge Park Way</td>
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<td>Location</td>
<td>CASES</td>
<td>PALLETs</td>
<td>Dock or Unloading</td>
<td>Contact</td>
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<td>Provincetown</td>
<td>80</td>
<td>2</td>
<td>No Dock</td>
<td>Betty White</td>
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<tr>
<td>12 Winslow St.</td>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:bwhite@provincetown.k12.ma.us">bwhite@provincetown.k12.ma.us</a></td>
</tr>
<tr>
<td>Provincetown, MA 02657</td>
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<td></td>
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<tr>
<td>Sandwich</td>
<td>960</td>
<td>24</td>
<td>Dock</td>
<td>Jon Nelson</td>
</tr>
<tr>
<td>Sandwich High School</td>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:jonathan.nelson@sandwich.k12.ma.us">jonathan.nelson@sandwich.k12.ma.us</a></td>
</tr>
<tr>
<td>365 Quaker Meetinghouse Rd</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Sandwich, MA 02537</td>
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<tr>
<td>Truro</td>
<td>120</td>
<td>3</td>
<td>NO DOCK</td>
<td>Heather Harper</td>
</tr>
<tr>
<td>Truro Central School</td>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:harperh@truromass.org">harperh@truromass.org</a></td>
</tr>
<tr>
<td>Truro, MA 02666</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>UCCRT</td>
<td>280</td>
<td>7</td>
<td>DOCK</td>
<td>Rose Crosby</td>
</tr>
<tr>
<td>220 Sandwich Road</td>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:rrcrosby@uppercapetech.org">rrcrosby@uppercapetech.org</a></td>
</tr>
<tr>
<td>Bourne, MA 02532</td>
<td></td>
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<td></td>
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<tr>
<td>Rose Crosby</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The undersigned BIDDER proposes and agrees that the proposal is based upon the items described in the Invitation for Bid documents and that the requirements have been read and understood by the proposer.

*All prices are to include shipping costs. Bid must include samples.*

**BID PRICE:**

Price per Case delivered: ______________________________dollars ($___________)

Paper Manufacturer: ______________________________

Bidder acknowledges addenda numbered __________________________________________

Signed: _______________________________ Print Name: _______________________________

Company: _______________________________

Business Address: _______________________________

____________________________________________

Phone: _______________________________ Fax: _______________________________

Email: _______________________________ Date: _______________________________
ATTACHMENT C
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company: __________________________________________

Address: __________________________________________

__________________________________________________

Signature of Individual Signing
Bid, or Corporate Officer: ______________________________

Telephone Number: _________________________________

Social Security Number
Or Federal Identification Number: ________________________________

Date: ________________________________________________

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.
ATTACHMENT D
REFERENCE FORM

Bidder:_____________________________________________

Bidder must provide references for:
Bidder must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference:_______________________________________  Contact:________________________
Address:_________________________________________  Phone:_________________________
_______________________________________________    Fax:____________________________
Description and date(s) of supplies or services provided:__________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Reference:_______________________________________  Contact:________________________
Address:_________________________________________  Phone:_________________________
_______________________________________________    Fax:____________________________
Description and date(s) of supplies or services provided:__________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Reference:_______________________________________  Contact:________________________
Address:_________________________________________  Phone:_________________________
_______________________________________________    Fax:____________________________
Description and date(s) of supplies or services provided:__________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

attach additional sheets if necessary
ATTACHMENT E

Bid# ____________________
Contract# ________________

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

And

THIS AGREEMENT is made this __________ day of ________, 20____ by and between ____________________________________ (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. Employment of Contractor. The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker’s compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of “employee” and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The contractor shall perform the scope of services set forth in

__________________________________________________________________________________________
__________________________________________________________________________________________

3. Contract Amendments. The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:


________________________  ______________________
Start Date                End Date

5. Responsible County Official: The County Official and Department exercising managerial and budgetary control for this Contract shall be: ________________________________

6. Payment:

  A. The County shall compensate the Contractor for the services rendered at the rate of
     $ __________________per __________________ (e.g., hour, week, semester, project, etc.).
B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor’s Invoice(s) that is (are) received Monthly______, Quarterly______, Other______ (specify)___________________.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed $___________. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed $___________. OTHER Expenses shall be limited to: _________________________________. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: $__________________

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

8. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

9. Amendments. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

10. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The
Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

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

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

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

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

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the
Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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

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

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

20. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

21. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

22. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

23. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the
24. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ___________ day of ___________ in the year Two Thousand and ___________.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

____________________________

____________________________

____________________________

____________________________

____________________________

____________________________

____________________________

FOR THE CONTRACTOR:

____________________________

____________________________

____________________________

Date

____________________________

____________________________

____________________________

Date