Barnstable County Purchasing Department

REQUEST FOR PROPOSALS
Water Quality Monitoring Program
RFP #: 7908
Date: April 1, 2020
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Advertisement

Barnstable County invites sealed proposals for Water Quality Monitoring Program per RFP No.7908.

Request for Proposal documents may be obtained as of April 1, 2020, on the Purchasing website at: http://purchasing.barnstablecounty.org

Proposals 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 April 21, 2020, 11:00AM.

Sealed envelopes containing the proposals shall be clearly marked “RFP NO.7908 Water Quality Monitoring Program”

NOTE: One original copy of each bid shall be submitted as well as a digital copy of each on separate USB flash drives. NO faxed or emailed proposals will be accepted.

As per MA General Law, Chapter 30B, proposals are to be submitted in two separate envelopes. One envelope must contain the technical proposal and be clearly labeled “RFP NO.7908 Water Quality Monitoring Program – Technical Proposal”. Price proposals are to be submitted in a separate envelope, clearly labeled “RFP NO.7908 Water Quality Monitoring Program” - Price Proposal”.

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 proposals 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
Barnstable County is soliciting proposals from qualified vendors to conduct a comprehensive water quality monitoring program.

1. **Project Description/Scope of Work**
   Bidders are to submit responses based upon the specifications as outlined within Attachment A, “Project Description”. All pricing should be inclusive all cost associated with providing services as specified.

2. **Term of Agreement**
   The contract resulting from this RFP is expected to expire one year from execution date. Barnstable County may choose to renew this agreement up to two times for additional one year periods; however, this renewal or extension option shall be exercised at the sole discretion of the Barnstable County Commissioners and shall not be subject to the agreement or acceptance of the contractor, pursuant to Chapter 30B, Section 12. Exercise of this option shall be based on a determination that it is more advantageous to renew or extend the agreement than to undertake a new procurement. The agreement resulting from this RFP shall be canceled if funds are not appropriated.

3. **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.

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

5. **Proposal Response Instructions**
   **NOTE:** One original copy of each bid shall be submitted as well as a digital copy of each on separate USB flash drives. NO faxed or emailed proposals will be accepted.

   As per MA General Law, Chapter 30B, proposals are to be submitted in two separate envelopes. One envelope must contain the technical proposal and be clearly labeled “RFP NO.7908 Water Quality Monitoring Program – Technical Proposal”. Price proposals are to be submitted in a separate envelope, clearly labeled “RFP NO.7908 Water Quality Monitoring Program” - Price Proposal”.

   **Non-Price Technical Proposal Requirements**
   1. Cover letter including name, address, and telephone number of consultant team, firm, or individual and principal contact person.
   2. Signed (original and handwritten) Certificate of Non-Collusion and Tax Compliance (Attachment C.)
   3. Type of organization (i.e. corporation, partnership, joint venture, sole proprietor, etc.), history, ownership and background including experience that clearly demonstrates the firm/individual and any proposed sub-contractors or partner firms is/are qualified to provide these services with respect to work being requested.
   4. Project narrative indicating an understanding of the project scope, approach, and other comments the Proposer deems relevant.
5. Scope of Services to be provided outlining specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables.

6. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.

7. Listing and description of previous similar assignments including: client and project description, consultant team's involvement, start/end dates of project. A minimum of three client references are to be provided using Attachment D – Reference Form.

**Price Proposal**

Under separate sealed cover, clearly marked “Water Quality Monitoring Program - Price Proposal” the proposer should submit the Bid Form (Attachment B) as a cover sheet and attach a list of the names, titles, responsibilities and hourly rates of all individuals to be billed during this contract period and specify a total not-to-exceed cost and/or cost per task. Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and clearly identify any other costs. All subcontractors if proposed must be identified and all sub-contractual costs must be indicated.

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

All proposals must be delivered to:

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

**6. Required Proposal Response Date**

Vendors 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. The Chief Procurement Officer shall not open the proposals publicly per M.G.L. c. 30B Section 6, but shall open them in the presence of one or more witnesses at the time specified herein. Until the completion of the evaluation process or until the time for acceptance specified herein, the contents of the proposals shall remain confidential and shall not be disclosed to competing Proposers.

**7. Proposal Signature**

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer 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.

**8. Official Date & Time**

A proposal will not be considered delivered unless the bid has been received by the Purchasing Department by the required response date and time referenced above.
9. **Time for Proposal Acceptance**  
The contract will be awarded within 60 days after the bid opening.

10. **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 RFP.

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.

11. **Bid Prices to Remain Firm**  
All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

12. **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.

13. **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 @ 4:00PM E.S.T.** to purchasing@barnstablecounty.org. Answers to all questions will be made in writing and posted online as an addendum to the **RFP # 7908 Water Quality Monitoring** 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.

14. Changes & Addenda
For any RFP document and any addenda that are received electronically, it is the responsibility of every bidder who receives this 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.

15. Key Personnel
Include within your response the key individuals that will be responsible for insuring the success of this project and their qualifications.

16. 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.

17. Price Escalation
Not Applicable (N/A)

18. 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.
19. Contractual Terms
Contractual terms and conditions will consist of the standard terms and conditions clauses contained within
the County Purchase Order (Attachment E) and the Contract for Services (Attachment F) within this RFP.
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.

20. 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.

21. Cost of Preparation
The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

22. 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).

23. 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.

24. 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.

25. 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.

26. Selection and Notice
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.
**Basis for Acceptance:**
Any proposal made will be accepted only on the basis that the Proposer represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment C.) In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

**Rule for Award:**
Award will be made to the most responsive, responsible Proposer or Proposers offering the most advantageous proposal response, based on the evaluative criteria and price.

**Contract Award:**
The Chief Procurement Officer shall award the contract by written notice to the selected Proposer within 60 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement. In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

**Screening Proposals:**
Utilizing the proposal submission requirements and minimum (quality) criteria incorporated herein, the Evaluation Committee, to be designated by the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive. Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected.

Any Proposer who fails to meet any of the standards set forth as minimum (quality) criteria shall be determined to be non-responsible and shall be rejected.

The County reserves the right to request additional information, should a proposal reach the state of final evaluation.

**Minimum (Quality) Criteria:**

1. A complete proposal including all items listed under Proposal Submission Requirements including all required documentation and certifications.

2. A Non-Price Technical proposal that clearly demonstrates an understanding of the Project Description/Scope of Work outlined in the RFP including the Non-Collusion and Tax Compliance Form (Attachment C).

3. Identified key staff must have and demonstrate a minimum of five years of experience with
conducting monitoring programs similar in size and scope to that requested in this RFP.

4. Proposer must have and demonstrate a minimum of five years’ experience with specific expertise in data analysis and management.

5. Proposer has access to a state certified laboratory for sample analysis and provide copies of lab certification.

6. Bid Form (Attachment B) which shall go into the Price prosal envelope.

7. Satisfactory references (Attachment D)

**Comparative Criteria:**

1. **Experience** – technical expertise in applicable fields, including but not limited to the design and operation of water quality monitoring programs.
   
   **Highly Advantageous:** Proposer’s key staff has more than ten years of experience with specific expertise in water quality data collection and analysis.
   
   **Advantageous:** Proposer’s key staff has more than five years of experience with specific expertise in water quality data collection and analysis.
   
   **Not Advantageous:** Proposer’s key staff meets the minimum requirements of five years of experience.

2. **Experience working with Data** – technical expertise in data management, interpretation and presentation.
   
   **Highly Advantageous** – Proposer’s key staff has more than ten years of experience managing and interpreting data and have provided clear examples of presentation skills.
   
   **Advantageous** - Proposer’s key staff has more than five years of experience managing and interpreting data and have provided clear examples of presentation skills.
   
   **Not Advantageous:** Proposer’s key staff meets the minimum requirements of five years of experience.

3. **Matching Funds** – Proposer demonstrates the ability to match or leverage County funds to expand the size and scope of the sampling program defined in this RFP.
   
   **Highly Advantageous:** Proposer demonstrates that it has its own operational funds to expand the size and scope of the sampling program defined in this RFP.
   
   **Advantageous:** Proposer demonstrates that it has received grant or other outside funds to expand the size and scope of the sampling program defined in this RFP.
   
   **Not Advantageous:** Proposer cannot demonstrate expansion of the size and scope of the sampling program defined in this RFP.

**END OF RFP**
ATTACHMENT A

Project Description

1. Purpose & Goals
Barnstable County is seeking a contractor to conduct a comprehensive water quality monitoring program in Nantucket Sound in order to provide valuable data on nutrients (nitrogen, phosphorous), water temperature, salinity, dissolved oxygen concentrations, chlorophyll and turbidity for the waters of Nantucket Sound. These data will enable scientists and decision makers to track changes, analyze trends, and evaluate the overall condition of the Sound and its embayments.

This information will be instrumental to future wastewater planning initiatives and will provide a basis for the long-term assessment of the efficacy of wastewater management efforts on Cape Cod.

The goals and objectives of the project are to:

• Conduct a water quality monitoring program in Nantucket Sound that provides data on hydrography, nutrients, and other elements.
• Provide data that will enable scientists and decision makers to track changes, analyze trends, and evaluate the overall condition of Nantucket Sound
• Contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters.
• Network with Cape and Islands organizations with similar interests in water quality to promote data sharing and education and outreach.
• Increase public awareness of the importance of preserving water quality and the actions they can take to help eliminate pollution.

2. Background
Cape Cod communities will need to spend significant funds in the coming years on new wastewater management projects to reduce the flow of nitrogen into its surrounding waters. Major focus will fall on the towns whose embayments are heavily impacted by nitrogen. It is essential to collect scientific data to guide the upcoming wastewater planning initiatives, and to monitor these waters to track changes, analyze trends, and evaluate the overall condition of Cape Cod’s embayments and surrounding waters.

The County has contracted for this monitoring program in previous years. This RFP seeks to continue acquiring and analyzing data from the same monitoring stations for the 2020 season. Data resulting from this scope of work will be added to an existing database maintained by the Cape Cod Commission. No new database is needed.

3. Project Description/Scope of Work
The County is seeking an organization capable of conducting a sampling program according to the following parameters:

Sample Collection: Water quality data and samples for analyses of water quality parameters will be collected from stations located throughout Cape Cod Bay, Buzzards Bay and Nantucket Sound and in embayments, creeks, and ponds along the shoreline that empty into Nantucket Sound as shown in Figure 1 and as shown on page 14. These stations that have historically been sampled by the Provincetown Center for Coastal Studies and Buzzards Bay Project as well as sentinel stations established by the Massachusetts Estuaries Project (MEP). The selected proposer may partner with organizations that have been involved in water quality monitoring work in these
water bodies (e.g. Three Bays Preservation, Harwich Water Quality Task Force, Waquoit Bay National Estuarine Research Reserve) and provide field and laboratory support where needed. If a proposer chooses to accomplish this scope of work utilizing these volunteer networks, a letter of support from the organization(s) must be included with the proposal. The provision of field and/or laboratory support would be worked out between the proposer and volunteer network, as appropriate.

Figure 1: Locations of Water Quality Monitoring Stations

Station Locations: A detailed list of locations can be found beginning on page 16 of this RFP.

Figure 2. Location of sentinel stations identified by MEP
Sampling Schedule: Water quality data will be collected in accordance with Attachment D. Data collected will include in situ measurements of temperature, salinity, dissolved oxygen, and pH. These analyses will measure concentrations of nitrate/nitrite, ammonia, ortho-phosphate, total nitrogen, total phosphorus, silicate, chlorophyll, and turbidity.

Samples do not need to be collected on the same day. For estuaries, samples should be collected during the outgoing tide. Barnstable County will rely on a respondent to propose a sampling schedule that meets Quality Assurance Program Plan standards required by MA DEP.

Sample Analyses: The selected proposer will be responsible for conducting sampling in accordance with Quality Assurance Program Plan standards required by MA DEP. Information on those requirements may be found at: http://www.mass.gov/eea/agencies/massdep/water/watersheds/environmental-monitoring-quality-management-program.html.

All samples will also be analyzed for nutrients, chlorophyll, and turbidity, at a state certified analytical laboratory.

Data Analysis and Reporting of Results: The selected proposer will provide all data and analyses to the County on or before February 1, 2021 following the sampling. Data will be owned by the County and the selected proposer will store and present the data in a form and manner determined by the County. Inter-annual variation and possible trends in water quality will be addressed in the context of existing historical data, such as data collected by the UMass School of Marine Science and Technology for the MA Estuaries Project (MEP) and data specific to Waquoit Bay National Estuarine Research Reserve (WBNERR). The report should explain current water quality in context with historical data and identify and describe trends and other notable findings.

Analyzed together, these data will elucidate the connectivity and exchanges among the surrounding land uses, the embayments, and the Sound. This ecosystem-based approach to monitoring water quality will facilitate understanding of the links and make possible the development of concrete strategies to address and minimize impacts of pollution on Massachusetts’ coastal waters.
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Red Brook Harbor Inner RB4 41.679 -70.619 X X X X X X X Hydrographic every ~5 days from late May to late Sept and Water Chemistry every 2 weeks in July and August

New Coven MC1 41.691 -70.620 X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

New Coven MC2 41.686 -70.621 X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset Harbor Inner PC1 41.691 -70.627 X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset Harbor Outer PC2 41.688 -70.622 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset Harbor Outer PC3 41.685 -70.622 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset Harbor Inner PC5 41.690 -70.629 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset Harbor Inner PC6 41.690 -70.629 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset Harbor Outer PC7 41.688 -70.621 X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Hen Cove HC2 41.686 -70.619 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Hen Cove HC1 41.681 -70.620 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset River PR1 41.696 -70.627 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September

Pocasset River PR2 41.696 -70.619 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September

Pocasset River PR3 41.698 -70.623 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset River PR4 41.695 -70.620 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Pocasset River PR5 41.695 -70.619 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Phinneys Harbor PH1 41.715 -70.617 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Phinneys Harbor PH2 41.715 -70.617 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Phinneys Harbor PH3 41.718 -70.617 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Phinneys Harbor PH4 41.721 -70.617 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Phinneys Harbor PH5 41.724 -70.620 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Phinneys Harbor PH6 41.723 -70.625 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Little Rattler River LR1 41.768 -70.611 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Little Rattler River LR2 41.768 -70.611 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks in July and August

Buzzards Bay/Vineyard Sound - Offshore

Buttermilk Bay BB1 41.754 -70.629 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Buttermilk Bay BB2 41.754 -70.629 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Buttermilk Bay BB3 41.754 -70.629 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Buttermilk Bay BB4 41.749 -70.624 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Buttermilk Bay BB5 41.763 -70.625 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Buttermilk Bay BB6 41.763 -70.625 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Back River BR1 41.728 -70.614 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September

Back River BR2 41.728 -70.614 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September

Taylor Point TP1 41.716 -70.618 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September

Little Rattler River LR2 41.768 -70.611 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Little Rattler River LR3 41.768 -70.611 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Red Brook River RBW1A 41.764 -70.613 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Red Brook River RBW2 41.764 -70.613 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Red Brook River RBW3 41.764 -70.613 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Red Brook River RBW4 41.764 -70.613 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Manomet Bay MB1 41.700 -70.684 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Vineyard Sound VS1 41.408 -70.829 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Vineyard Sound VS2 41.447 -70.744 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Vineyard Sound VS3 41.376 -70.768 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Vineyard Sound VS4 41.503 -70.680 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Vineyard Sound VS5 41.516 -70.652 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Rainbow Key/Vineyard Sound - Offshore

Center Bay CB1 41.619 -70.856 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Center Bay CB2 41.619 -70.856 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Menemsha Bay MB1 41.700 -70.684 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September

Menemsha Bay MB2 41.700 -70.684 X X X X X X X X X X X X X X X X X Hydrographic every ~5 days from late May to late September and Water Chemistry every 2 weeks from June to September
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<td>Total phosphorus</td>
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<td>Particulate Organic Nitrogen</td>
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<td>Particulate Organic Carbon</td>
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</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.

Bidder acknowledges addenda numbered ________________________________

Signed: ________________________________  Print Name: ________________________________

Company: ________________________________

Business Address: ________________________________

Phone: ________________________________  Fax: ________________________________

Email: ________________________________  Date: ________________________________
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:__________________________________
                                                                                       
Reference:_______________________________________  Contact:________________________
Address:_________________________________________  Phone:_________________________
                                                Fax:____________________________
Description and date(s) of supplies or services provided:__________________________________
                                                                                       
attach additional sheets if necessary
ATTACHMENT E
Purchase Order Terms and Conditions

This purchase order issued by the County of Barnstable (hereinafter “County”) and the attached description of product/services to be provided and price quote submitted by the supplier/contractor/consultant named in this purchase order (hereinafter “vendor”) shall constitute the contract between the County and the vendor. This purchase order, description of product/services and price quote constitute the entire agreement between the parties (hereinafter “contract”) and there are no contracts other than those incorporated herein. In the instance of the purchase order resulting from a state contract or intergovernmental collateral bid, the terms and conditions of that bid and/or contract will apply, and the terms stated herein shall be supplemental to those terms. The contract may not be altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the County and delivery of the product/services by the vendor, the VENDOR hereby agrees to provide the product and/or services and the County agrees to pay the contract price in accordance with the terms of this contract.

1. ACCEPTANCE: The Contractor, by accepting this contract, agrees to all the conditions and terms specified herein, on attachments hereto, on the reverse hereof, and on any bid inquiry that may have preceded this award. Direct all correspondence relative to this contract to the Barnstable County, Purchasing Department, Barnstable, MA 02630. Prices cannot be altered during the term unless that was a condition of Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.

2. SHIP TO: To ensure that delivery is made to the correct location, please address all shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number, departmental name, and delivery address as indicated on this order.

3. DELIVERY: Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered. Notwithstanding the foregoing, Contractor shall not be liable for delay in delivery due to causes beyond Contractor's control and without Contractor's fault or negligence, provided Contractor exercises due diligence in promptly notifying County of conditions which will result in delay, and provided further, if Contractor's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the control of both Contractor and subcontractor or supplier, and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. INSPECTION OF GOODS: The County shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.

5. SUBSTITUTION OF GOODS: Goods not conforming with this contract will not be accepted. The County must approve, in writing, any substitution of non-conforming goods prior to shipment. Material that does not conform to the order number, departmental name, and delivery address, or that does not include the purchase order number, departmental name and delivery address shall be returned at the expense of the Contractor.

6. MATERIAL SAFETY DATA SHEETS: Contractor shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. C. 111 H 8.9 and 10 and the regulations contained in 441 OMR s 21.06) that is shipped against this order.

7. CONTRACTOR'S WARRANTY: Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.

8. PAYMENT: All invoices must be submitted to the BILL TO ADDRESS referenced on the front of this purchase order and must indicate the County's purchase order number and the name of the department listed in the SHIP TO ATTENTION line. Note that in order to effect payment, a W-8 or W-9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address or addresses, must be on file at the County. Payment shall be made in accordance with M.G.L. C.29, s.26c and 815 CMR 4.00.

9. DEFAULT: In the event of default by Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the County rightfully rejects the goods or services or revokes acceptance, the County may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the County, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.

10. If this contract does not agree with Contractor's quotation, contact the County before performance begins. Prior to performance, the County may request additional information from the Contractor in order to ensure that the firm is qualified, and that the product or service offered will meet the need for which it is intended. A Force Majeure: The Contractor shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.

12. TERMINATION OF CONTRACT: Unless excused from performance by Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure or violation shall continue for seven (7) business days after written notice by the Vendor, then the County shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the County, by written notice, may terminate this contract, in whole or in part, when it is in the County’s best interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services or goods received before the effective date of termination.

13. GOVERNING LAW: This contract is governed by the laws of the Commonwealth of Massachusetts.

14. INSURANCE: If the contract requires the vendor to perform work on County property, no work shall be performed by vendor under this contract on County property unless and until vendor submits a certificate of insurance naming the County of Barnstable as an additional insured in full compliance with the County’s insurance policies for liability, property damage and workmen’s compensation as applicable. Email certification to Purchasing Division purchasing@barnstablecounty.org. Insurance is to remain current during performance of this contract.

15. INDEMNIFICATION: The Vendor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon breach of this contract or negligent or intentional misdeeds or omission of the Vendor, its employees or its agents in providing its services(s) to the County pursuant to the Contract.

16. TAX EXEMPT: The County is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates when called upon to do so. The County is also exempt from Massachusetts Sales Tax.

17. NON-DISCRIMINATION: The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.

18. STATE TAX - M.G.L. C.62C, s.49A and C.15 IA, s. 19A; Each Contractor must certify under penalties of perjury that they have filed all state returns and paid all state taxes as required under law.

This Purchase Order in its entirety constitutes a written contract with the County of Barnstable pursuant to the provision of Chapter 30B, Subsection (a) as amended by 2013, 38, Section 49 effective July 1, 2013.

The terms of this contract cannot be modified, altered, or changed without the specific written approval of the County.
ATTACHMENT F

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 1518§(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 interest 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 Contractor.

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:

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

Date

FOR THE CONTRACTOR:

________________________________________

________________________________________

Date