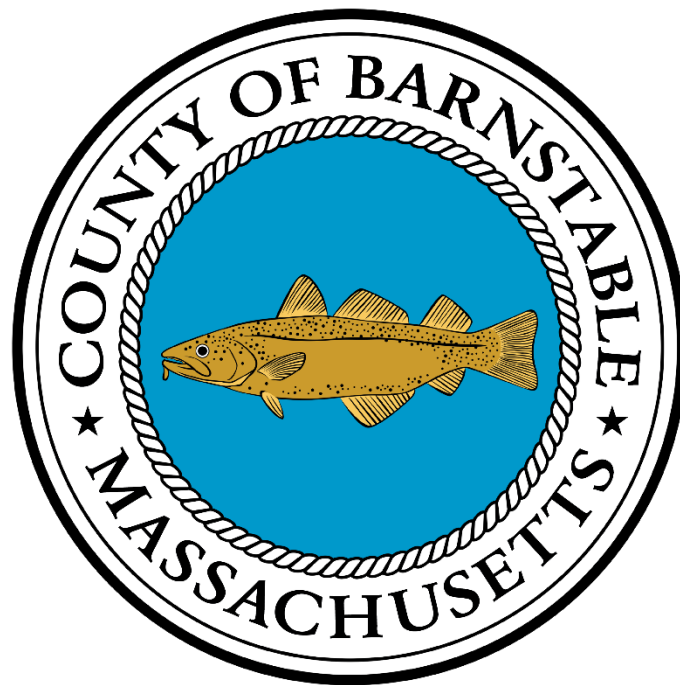


# Barnstable County Purchasing Department



REQUEST FOR PROPOSALS

Marketing Services for the Department of Human Services

RFP #: 7888

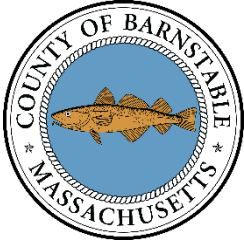
Date: September 19, 2019

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COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE

**Jennifer Frates**  
Chief Procurement Officer  
Phone: (508) 375-6637  
Fax: (508) 362-4136  
Jennifer.frates@barnstablecounty.org

**Advertisement**

Barnstable County invites sealed proposals for **Marketing Services for the Department of Human Services per RFP No. 7888** per the specifications attached.

Request for Proposal documents may be obtained as of September 19, 2019, 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 **October 25, 2019 at 10:00AM.**

Sealed envelopes containing the proposals shall be clearly marked "**RFP NO. 7888 Marketing Services for the Department of Human Services**"

**NOTE: One original and three (3) copies of each bid shall be submitted. 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. 7888 Marketing Services for the Department of Human Services – Technical Proposal**". Price proposals are to be submitted in a separate envelope, clearly labeled "**RFP NO. 7888 Marketing Services for the Department of Human Services – 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

SUPERIOR COURTHOUSE, 3195 MAIN STREET, P.O. BOX 427, BARNSTABLE, MASSACHUSETTS 02630

## Marketing Services for the Department of Human Services

RFP #: 7888

Barnstable County, Massachusetts, through its Chief Procurement Officer and on behalf of the Barnstable County Department of Human Services (BCDHS) is seeking proposals from qualified contractors to provide marketing consulting services to complete a comprehensive marketing, public/media relations and social media campaign.

### 1. Background

The Barnstable County Regional Substance Abuse Council (RSAC) was convened by the Department of Human Services in January 2014 to coordinate and support substance use related resources on Cape Cod. Through the BCDHS the RSAC works with communities, elected officials, schools, businesses, and health and human services agencies in regional efforts to provide resources to individuals and families affected by addiction.

One of the projects identified by the RSAC is to undertake a broad, multi-media public education campaign to educate the general public and specific target groups on substance use.

Through grants awarded to Barnstable County by the Massachusetts Department of Public Health's Bureau of Substance Abuse Services (BSAS), the BCDHS seeks to continue to implement a public health education campaign for Barnstable County about substance use and addiction using multimedia (i.e. radio, print, television, social media). The campaign underway and is entitled **My Choice Matters** (MCM) ([mychoicematters.net](http://mychoicematters.net)). It has broad-based appeal and may be tailored to specific populations (i.e. parents, student athletes, people in recovery) as needed.

### 2. Project Description/Scope of Work

This Request for Proposals seeks a vendor to continue implementing the MCM campaign in the following ways:

#### A. Social Media Management

Contractor will develop and provide ongoing management and execution of a MCM Social Media Plan for the contract period, to include: social media management, the creation of the master content calendar, creation and distribution of multimedia content to facilitate a rich, immersive experience on social media.

#### B. Public Relations Management

Contractor will develop a strategic MCM Public Relations Plan to support the MCM Social Media plan and MCM campaign and execute the plan to gain earned media exposure.

#### C. Media Plan Execution

Contractor will above-referenced plans by negotiating rates and placing ads with media outlets, creating multimedia ads (including some copy writing) using existing brand look, and development of media plans and suggested budgets for subsequent years. Actions will include:

1. Execution earned media strategies and tactics
2. Marketing support of any planned conferences
3. Guidance in the development of effective strategies to proactively position BCDHS and RSAC with key media personnel and outlets in the community. May include support and execution of various

tactics such as editorials, op-ed development, media tours, media education, crisis communication planning, message development, promotion of fundraising and awareness events.

**D. Events Support**

Contractor will aid BCDHS in the development, planning, marketing and execution of events in support of the campaign. The contractor will provide staffing for select events and will produce print, broadcast and online materials to for event marketing.

**E. Media Buys**

The vendor will act as agency of record to plan, place, and pay for media on behalf of the Barnstable County Department of Human Services.

**F. Vendor Management**

As periodically requested by RSAC, Contractor will interact with vendors on behalf of RSAC and the Barnstable County Department of Human Services.

**G. Ongoing Measurement**

Contractor will gauge success of the campaign by providing ongoing measurement services to BCDHS using industry-standard metrics associated with the various marketing channels (print, radio, online, social media). Contractor will provide monthly reports to the Barnstable County Department of Human Services.

**H. Ongoing Design Needs**

Initial brand designs have been created for this campaign. Contractor will provide further design, layout and resizing of existing 'look' as necessary for fulfilling the MCM Social Media and Public Relations plans.

**I. Copy Writing**

Contractor will create copy for press releases, media events, paid placements (print, online), newsletters, and other opportunities that may arise.

**J. Website Design and Management**

As necessary, Contractor will provide web site design and update services to support the campaign, and will provide monthly management of any site or pages created.

**K. Special Projects**

As necessary, contractor will assist with special projects.

**3. Term of Agreement**

The Term of the Agreement will be begin upon execution of this Agreement and continue until 6/30/2020, with two, one-year options to renew.

Barnstable County may choose to renew this contract 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 contract than to undertake a new procurement. The contract resulting from this RFP shall be canceled if funds are not appropriated or otherwise made available to support continuation of this agreement.

**4. 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.

#### 5. Proposal Response Instructions

**NOTE: One original and three (3) copies of each bid shall be submitted. NO faxed or emailed proposals will be accepted.**

Consistent with 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 “**#7888 Marketing Service for the Department of Human Services – Technical Proposal.**” Price proposals are to be submitted in a separate envelope, clearly labeled “**#7888 Marketing Service for the Department of Human Services - 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 A.)
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 B – Reference Form.

#### **Price Proposal**

Under separate sealed cover, clearly marked “**#7888 Marketing Service for the Department of Human Services – Price Proposal.**” the Proposer should submit a price proposal clearly identifying and detailing 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 any other costs necessary. Price proposals that do not provide this information will be rejected. Proposers should provide either a fixed fee or a maximum, not to exceed fee.

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  
PO Box 427  
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 **10:00 AM on October 25, 2019**. 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 proposer 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 October 18, 2019 @ 4:00PM E.S.T. to [purchasing@barnstablecounty.org](mailto:purchasing@barnstablecounty.org). Answers to all questions will be made in writing and posted online as an addendum to the #7888 – Marketing Services for the Department of Human Services, on the Purchasing website: <https://purchasing.barnstablecounty.org/>.

**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. Price Escalation**

Not Applicable (N/A)

**16. 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.

**17. Contractual Terms**

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the County Purchase Order (Attachment C) and the Contract for Services (Attachment D) 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.

**18. 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.

**19. Cost of Preparation**

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

**20. 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).

**21. 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.

**22. 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.

**23. 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 statutes will be disregarded.

#### **24. 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 A.) 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-responsive 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 and 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.
3. Satisfactory references (Attachment B)
4. Proposer must have and demonstrate a minimum of five years experience with specific expertise in:
  - Marketing, Public/Media Relations and Social Media Marketing
  - Media buying and placement

**Comparative Criteria:**

1. Understanding and responsiveness to the requirements outlined in the RFP

*Highly Advantageous* - Submission of an outstanding proposal that exceeds the minimum requirements defined in this document and provides a clearly articulated and realistic approach to meeting the work requested in this RFP.

*Advantageous* – Submission of a well written, clear proposal that responds to all aspects of the RFP and shows a standard understanding of the work requested in this RFP.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

2. Knowledge, experience and training

*Highly Advantageous* – Demonstrated knowledge of the work of the Regional Substance Abuse Council and public health messaging.

*Advantageous* – Strong examples of work similar to that requested in this RFP over a period in excess of the minimum requirements.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

3. References

*Highly Advantageous* - Five or more highly positive references from projects similar in size and scope to that being requested.

*Advantageous* - Three positive references from projects similar in size and scope to that being requested.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

4. Capacity

*Highly Advantageous* – Proposer is able to begin work on this project immediately upon contract

execution and work on project for at least one year.

*Advantageous* – Proposer is able to begin work on this project within one month of contract execution.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

**END OF RFP**

**ATTACHMENT A**  
**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 B**  
**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 C

### 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 collaborative 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 changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

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.
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. 111F s 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 campus. Payment shall be made in accordance with M.G.L. C.29, s.29c 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 require 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.
11. **FORCE MAJEURE:** The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the 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 of such failure or violation is received 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 service(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 D**

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 (Attachment A). 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. Time of Performance.

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

4. 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 31<sup>st</sup> of the year when the resources were prepared.

5. 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.

6. 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.

7. 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 or Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. 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 246.

9. 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 Towns. 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.

10. 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.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. 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.

13. 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.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns 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 or Towns.

15. **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.

16. **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.

17. **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.

18. **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 or Towns 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.

19. **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.

20. **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 or Towns 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 federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. **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.

22. 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.

23. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Attachment A".

24. Contractors shall submit invoices within 60 days of completing the work.

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

**FOR THE COUNTY:**

**FOR THE CONTRACTOR:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_