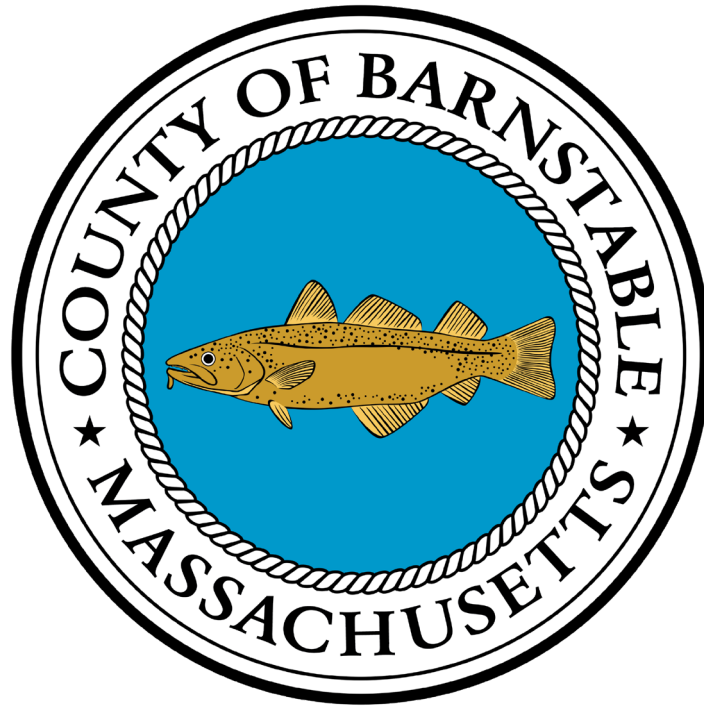


Barnstable County Purchasing Department



INVITATION FOR BID

Water Chemicals

IFB #: 7907

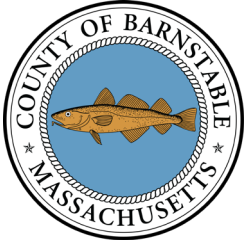
Date: April 6, 2020

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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 is seeking sealed bids on behalf of water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide for the period of July 1, 2020 through June 30, 2021 per **IFB #7907 – Water Chemicals**.

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

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **Tuesday, April 21, 2020 @ 11:30AM**.

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

Sealed envelopes containing bids shall be clearly marked "**BID NO.7907 Water Chemicals**"

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

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

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

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

Jennifer Frates
Chief Procurement Officer

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

Water Chemicals

IFB #: 7907

Barnstable County is seeking sealed bids on behalf of water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hypochlorite for the period of July 1, 2020 through June 30, 2021 on behalf of Water Districts in Barnstable County.

1. Product Specifications

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

2. Warranty – *Not applicable*

Include within your response warranty information for products proposed.

3. Manufacturers & Suppliers Information

Please review attachment A "Product Specifications" for any detailed manufacturer and supplier information, if applicable.

4. Shipping

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

5. Required Delivery

Please review attachment A "Product Specifications" for any detailed delivery information.

6. Waste Disposal

The awarded vendor shall be responsible for disposal of all packing material and solid waste as a result of this project. The cost of such shall be incorporated within your per unit price. The work area shall be kept in a clean and orderly fashion and removed of all debris at the close of each day. All solid waste shall be removed from County property within 24 hours of completion of installation.

7. Set up and Installation – *Not applicable*

The awarded vendor shall setup and install in place within the location (s) specified within the Specifications, if applicable. Include within your response an installation plan and timeline for installation that demonstrates your company's ability to meet the required delivery date.

8. Sub Contractors

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

9. Pre-Bid Meeting

A pre-bid meeting has not been scheduled for this invitation for bid.

10. Bid Response Instructions

All bids must be delivered to:

Barnstable County Purchasing Department
Superior Courthouse
3195 Main Street
PO Box 427
Barnstable, MA 02630

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

11. Required Bid Response Date

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

Proposals are due on or before **11:30AM on Tuesday, April 21, 2020**. No late proposals will be accepted.

12. Bid Signature

A bid must be signed as follows:

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

13. Official Date & Time

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

14. Time for Bid Acceptance

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

15. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the County prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled

"Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

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

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

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

16. Bid Prices to Remain Firm

All bid prices submitted in response to this bid must remain firm for 30 days following the bid opening.

17. Unforeseen Office Closure

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

18. Questions and County POC

Any clarification of requirements or requests for additional information by proposers must be made in writing via email and submitted no later than **April 14, 2020 @ 4:30 pm** E.S.T. to purchasing@barnstablecounty.org. Answers to all questions will be made in writing and posted online as an addendum to the **IFB# 7907 – Water Chemicals** on the Purchasing website: <https://purchasing.barnstablecounty.org/>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

19. Changes and Addenda

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

20. Key Personnel

If applicable, include within your response the key individuals that will be responsible for insuring the success of this project and their qualifications.

21. References

Provide the following references (Attachment D):

- Provide the contact information (entity name, contact name, title, phone number & email address) for three client references on projects of similar type, scale, and complexity.

22. Price Escalation

Not Applicable (N/A)

23. Insurance

General Insurance Requirements

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

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

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

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

- b. Automobile Liability: to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

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

Workers' Compensation and Employer's Liability Insurance

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

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

Personal Property Insurance

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

Pollution Legal Liability

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor's liability arising out of pollution related exposures such as asbestos

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

Additional types of Insurance

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

Proof of Insurance

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

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

Effect of Failure to Continue Insurance in Force

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

24. Contractual Terms

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

25. Reference to General Laws

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

26. Cost of Preparation

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

27. County Tax Exemption

Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

28. Political Activity Prohibited, Anti-Boycott Warranty

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

29. Contractor Compliance

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

30. Public Record Request

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

31. Selection and Notice

- a. The bid will be awarded to the responsible and responsive vendor offering the most favorable price for each chemical as indicated for each location.
- b. The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.

32. Submittals

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

- a. Product Data/Specifications sheets
- b. List of any subcontractors

- c. Completed Bid Response Sheet (Attachment B) **REQUIRED**
- d. Non-Collusion/Tax Compliance (Attachment C) **REQUIRED**
- e. List of References (Attachment D) **REQUIRED**

One original copy of the bid should be submitted. Bids must be sealed and marked as follows:
"IFB #7907 Water Chemicals".

END OF IFB

Attachment A Product Specifications

CAUSTIC-POTASH (POTASSIUM HYDROXIDE-KOH)

Manufacturer's literature must be submitted with the bid.

Chemical Name: Potassium Hydroxide

Product Name: Caustic Potash – Liquid

DOT Proper Shipping Name: Potassium Hydroxide Solution

Physical Requirements: Liquid Potassium Hydroxide – a solution of dry potassium hydroxide in water.

Chemical Requirements: Liquid Potassium Hydroxide – Liquid potassium hydroxide supplied shall contain a minimum of 45% total alkalinity as potassium hydroxide (KOH) and be a clear and colorless liquid with a specific gravity of between 1.46 – 1.47 at 15 degrees Celsius. It shall have an approximate density of 12.18 lbs/gal.

General Impurities: The potassium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the potassium hydroxide. The Shipper will comply with the potassium hydroxide Water Chemicals Codex monograph. The following impurities shall not exist in Concentrations greater than outlined below.

K ₂ CO ₃	0.2%
NaOH	0.25%
KCl	50 mg/l
Fe	3 mg/l
SiO ₂	20 mg/l
KClO ₃	3 mg/l
Ca	3 mg/l
K ₂ SO ₄	10 mg/l
Hg	0.5 mg/l
Mg	3 mg/l

Sampling: Sampling shall be taken by the purchaser at the point of destination. The purchaser retains the right of refusal, without penalty or additional cost, in the event the material being delivered does not meet **ANSI/AWWA B511** standard for potassium hydroxide.

Packaging and Shipping: The product shall be shipped in properly cleaned tank trucks. Trucks or containers used in the shipping shall comply with U.S. Department of Transportation (DOT) specifications.

Delivery Requirements: Morning deliveries are preferred. Deliveries can only be accepted between the hours of 8:00am and 3:30pm Monday through Friday, unless otherwise specified under water department requirements. No minimum load requirements will be allowed. Extreme care shall be taken when handling potassium hydroxide. Workers shall be given detailed instructions on how to avoid injury to themselves and others. Proper protective clothing, goggles, and face shields shall be provided. No incidental spilling or leakage will be allowed during the delivery procedure. All unloading procedures shall conform to *Industry Safety Standards*. Rate of unloading shall be determined in the field so as not to damage in any way the tanks, piping, valves, or related equipment. It is the supplier's responsibility to provide 75' of hose and adequate fittings to accommodate each delivery point. It shall also be the supplier's responsibility for the product until it enters the facility. The supplier should satisfy themselves with all the delivery point within each Town. The

supplier shall confirm each delivery with the purchaser 24 hours in advance of the delivery and all deliveries will be unloaded in the presence of the purchaser's employees. Water Division personnel will remain with each truckload at all times.

Markings: Each shipment of material shall carry with it a detailed means of identification and other markings as required by applicable laws and regulations.

Special Services: The supplier shall have the means and equipment necessary to remove and redeliver the product from a treatment facility at reasonable rates if the purchaser requires the service.

Safety Information: Information on the safe handling and use of the chemical must be supplied with the **first** delivery in the form of **Material Safety Data Sheets**.

NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

HYDRATED LIME

Description: A white, dry fine powder, free from lumps, possessing an alkaline, slightly bitter taste. Solubility in water: 1g/l- 630 ml at 25° C, 1g/l- 300ml at 100° C. Soluble in glycerin but insoluble in alcohol.

Impurities: The recommended Maximum Impurity content (RMIC) values are based on a maximum dosage of 650mg of calcium hydroxide / liter of water.

<u>IMPURITY</u>	RMIC mg IMPURETY/kg <u>CALCIUM HYDROXIDE</u>
Arsenic	10
Cadmium	2
Chromium	10
Fluoride	*
Lead	10
Selenium	2
Silver	10

* A RMIC has not been established for fluoride. All producers of calcium hydroxide must analyze and state in the certified analysis the concentration of fluoride in the calcium hydroxide produced. **Lime with the trade name "Chem-cal" or equal must be delivered. Substitutes must be approved by the water department before being delivered.**

Chemical composition: Shall contain a minimum of 62 per cent available calcium oxide (CaO). The bidder shall state the minimum percent available CaO in their product. The product shall be free of "chert". Should grit form, because of the presence of chert when a slurry is formed, the supplier will replace the lime.

Safety information: Information on the safe handling and use of the chemical must be supplied with the delivery in the form of Material Safety Data Sheets.

Other Information: The origin of each quantity supplied shall accompany each delivery.

Penalty for Non-Delivery: If the supplier fails to notify the department of the inability to deliver the shipment 24 hours prior to scheduled delivery, the department will deduct \$50 off the cost of that shipment.

SODIUM HYPOCHLORITE SOLUTION

Description: Clear, yellow liquid.

Properties:

Concentration- 14.5 - 15.5 % by volume

Concentration, sodium hypochlorite- 12.0 - 13.0% by weight.

Available chlorine- 145 - 155 g/l

Excess alkalinity (as NaOH)- 0.9 - 2.5 g/l

Insoluble matter- not more than .15% by weight

Packaging: Bulk delivery - fixed chassis ; placards with contents and all appropriate safety information.

All unloading procedures shall conform to industry safety standards. Rate of unloading shall be determined at destination so as not to damage in any way the tanks, piping, valves or related equipment. The supplier will provide the necessary hose and fittings to safely off load the product until it enters the facility, no incidental spillage or leaking will be allowed during the delivery procedure.

Testing: **Driver will supply Certificate of Analysis with shipment.** Sample may be drawn at time of delivery in the presence of water department personnel and tested.

Load will be rejected for any of the following reasons:

- A. sample temperature over 115°f.
- B. incorrect color.
- C. significant amount of solids.
- D. failure of analysis.
- E. hatches/valves unsealed.

Compliance: Driver will comply with all water department delivery procedures and have all required personal protection equipment.

Inspection: Prior to bidding the *first time* the prospective supplier shall have a representative make a site visit, including the delivery routes and the facility itself.

Safety: Information on the safe handling and use of the chemical must be supplied on the first delivery in the form of **MATERIAL SAFETY DATA SHEETS**.

NO CHEMICAL SHALL BE UNLOADED UNLESS IN THE PRESENCE OF A REPRESENTATIVE OF THE APPROPRIATE WATER DEPARTMENT.

CHEMICAL MUST BE CERTIFIED TO NSF/ANSI-60.

Replacement: Materials or components that have been rejected by the individual Water Departments, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the Water Departments.

Removal: Any material or components rejected shall be removed within a reasonable time from the premises of the utility at the entire expense of the Contractor, after written notice has been mailed by the Water Departments to the Contractor that such materials or components have been rejected. All vendors are required to remove all expended cylinders, equipment and materials that are no longer in use once the contract period has expired.

Permits: The Contractor shall take out all permits and licenses necessary to carry out the work described in this contract. The Contractor will assume the cost of the permit.

Quantities: If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased as the needs of the Water Departments shall require.

DEPOSITS WILL NOT BE PAID on containers, pallets or any other shipping media

NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

LIQUID SODIUM HYDROXIDE

Manufacturer's literature must be submitted with the bid.

Chemical Name: Sodium Hydroxide

Product Name: Caustic Soda – Liquid

DOT Proper Shipping Name: Sodium Hydroxide Solution

Physical Requirements: Liquid Sodium Hydroxide – a solution of dry sodium hydroxide in water.

Chemical Requirements: Liquid Sodium Hydroxide – Liquid sodium hydroxide supplied shall contain a minimum of 51% total alkalinity as sodium hydroxide (NaOH) and be a clear and colorless liquid with a specific gravity of between 1.521 – 1.534. It shall have an approximate density of 12.76 lbs/gal.

General Impurities: The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide. The Shipper will comply with the sodium hydroxide Water Chemicals Codex monograph. The following impurities shall not exist in Concentrations greater than outlined below.

Na ₂ O	0.39.5%	NaOH	0.51%
Na ₂ CO ₂	0.1%		
NaCl	0.6%		
NaClO ₃	0.07%		
Na ₂ SO ₄	250 ppm		
Fe	5 ppm		
Cu	0.15 ppm		
Ni	1.5 ppm		
Hg	0.03 ppm		
Heavy Metals (as Pb)	7 ppm		
As	1 ppm		

Sampling: Sampling shall be taken by the purchaser at the point of destination. The purchaser retains the right of refusal, without penalty or additional cost, in the event the material being delivered does not meet **ANSI/AWWA B501** standard for sodium hydroxide.

Packaging and Shipping: The product shall be shipped in properly cleaned tank trucks. Trucks or containers used in the shipping shall comply with U.S. Department of Transportation (DOT) specifications.

Delivery Requirements: Morning deliveries are preferred. Deliveries can only be accepted between the hours of 8:00am and 3:30pm Monday through Friday. No minimum load requirements will be allowed. Extreme care shall be taken when handling sodium hydroxide. Workers shall be given detailed instructions on how to avoid injury to themselves and others. Proper protective clothing, goggles, and face shields shall be provided. No incidental spilling or leakage will be allowed during the delivery procedure. All unloading procedures shall conform to *Industry Safety Standards*. Rate of unloading shall be determined in the field so as not to damage in any way the tanks, piping, valves, or related equipment. It is the supplier's responsibility to provide 75' of hose and adequate fittings to accommodate each delivery point. It shall also be the supplier's responsibility for the product until it enters the facility. The supplier should satisfy themselves with all the delivery points within each Town. The supplier shall confirm each delivery with the purchaser 24 hours in advance of the delivery and all deliveries will be unloaded in the presence of the purchaser's employees. Water Division personnel will remain with each truckload at all times.

Markings: Each shipment of material shall carry with it a detailed means of identification and other markings as required by applicable laws and regulations.

Special Services: The supplier shall have the means and equipment necessary to remove and redeliver the product from a treatment facility at reasonable rates if the purchaser requires the service.

Safety Information: Information on the safe handling and use of the chemical must be supplied with the **first** delivery in the form of **Material Safety Data Sheets**.

**NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A
REPRESENTATIVE OF APPROPRIATE WATER DIVISION.**

SPECIAL INSTRUCTIONS

ALL VENDORS SHOULD TAKE NOTICE OF THESE SPECIAL INSTRUCTIONS

BARNSTABLE FIRE DISTRICT

Contact Information:

Thomas Rooney, Superintendent

P. O. Box 546

1841 Phinney's Lane

Barnstable, MA 02630

PH: (508) 362-6498

FAX: (508) 362-9616

BFDWatersupt@comcast.net

KOH: 2 bulk tanks -3,000 – 4,000 galls.

Delivery Locations:

223 Breed's Hill Road

1650 Route 132

NOTE : Short cab only. No sleeper cabs. 1 - 2 stops each delivery

Sodium Hypochlorite – 12-15%

64 – 5 gall carboys delivered 6 times per year on pallets

Delivery location:

1841 Phinney's Lane

Barnstable, MA

BREWSTER WATER DEPARTMENT

Contact Information:

Paul Anderson

165 Commerce Park Road

Brewster, MA 02631

PH: (508) 896-5454

FAX: (508) 896-4517

panderson@town.brewster.ma.us

KOH – Delivery locations:

697 Run Hill Road -2000 Gall

379 West Gate Rd – 1500 gallon tank

Sodium Hypochlorite – 1100/1500 Gall. Tank

Delivery Requirements: Deliveries will be accepted between 9:00AM and 2:30 PM only.

24 hour advance confirmation required.

Delivery location:

697 Run Hill Road

379 West Gate Road

Hydrated Lime – 600 lb. hopper

Delivery Locations:

#1 - 548 Freeman's Way

#2 - 813 Freeman's Way

Hydrated lime shall be shipped in 50lb. net weight multi wall paper bags. They shall be delivered on a pallet as follows: 2,000 lbs. to a pallet (40 bags, eight layers of five bags), stretch wrapped so as to secure and protect the contents. The supplier shall be prepared to deliver the pallet to two locations within the water system

area without additional expense to the purchaser. Delivery takes approximately two hours.
No deliveries will be accepted after 2 P.M.

BUZZARDS BAY WATER DISTRICT

PO Box 243
Buzzards Bay, MA 02532

Mailing Address:

P. O. Box 243

Contact Information: Steve Souza
Phone: (508) 759-4631
Fax (508)759-1866
ssouza@bbwd.us

KOH- 2 - 1,000 gall tanks and 2 – 1,500 gall tanks, 1 – 3,000 all tNK

Delivery locations:

Sta #1, 3, 4 on Bournedale Road
Sta #2 on Kettle Lane

NOTE: 2,500 short trailer required.

CHATHAM PUBLIC WORKS WATER DIVISION

221 Crowell Road
Chatham , MA 02633
Contact Information: Lynn Carr
Phone: (508) 237-7401
Fax: (508) 945-5152
carrl@wseinc.com

Caustic Potash– Delivery locations:

Tank Size: 1500 gallons
South Chatham Chemical Feed Building
2756 Main St., So. Chatham

Tank size: 1,000 gallons
Training Field Wells #5
128 Training Field Road, Chatham

Tank Size; 1500 gallons
Training Field Wells #8
128 Training Field Road, Chatham

2 – 1,300 Gallon Bulk Tanks
Water Treatment Plant
375 Moron Road, Chatham, MA

Sodium Hypochlorite – 12 – 15%

Tank size: 250 gallons
2756 Main St., So. Chatham

2 – 650 Gallon Tanks

Water Treatment Plant
375 Moron Road, Chatham, MA

2 - 30 gallon barrels
128 Training Field – Well #5
Bulk fill barrels individually

2 - 30 gallon barrels
128 Training Field – Well #8
Bulk fill barrels individually

TOWN OF CHATHAM SEWER DIVISION

221 Crowell Road
Chatham , MA 02633
Contact Information: Richard V. Peter
Phone: (508) 237-9717
Fax: (508) 945-5152
peterr@wseinc.com

Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%

4,700 gall tank
Delivery Locations:
150 Middle Road (Delivery Entrance)
West Chatham, MA

Sodium Hypochlorite – 12 – 15%

4,700 gall tank
Delivery Locations:
150 Middle Road (Delivery Entrance)
West Chatham, MA

Methanol Solution – 20%

6,000 gall tank
Delivery Locations
150 Middle Road (Delivery Entrance)
West Chatham, MA

COMM WATER DISTRICT

Contact Information:

Craig Crocker, Superintendent
P. O. Box 369
1138 Main Street
Osterville, MA 02655
PH: (508) - 428.6691 FAX: (508) 428 -3508
ccrocker@commfiredistrict.com

KOH – 14 different locations in Barnstable
Tank sizes; 1,500 gall (10) and 3,000 gall (5)
NOTE: Rear discharge, two (2) lengths of hose, 3-6 stops each delivery
DELIVERIES MUST BE BETWEEN 8AM and 10AM

DENNIS WATER DISTRICT**Contact Information:**

David Larkowski, Superintendent

PO Box 2000

80 Old Bass River Road

South Dennis, MA 02660

PH: (508) 398-3351

FAX: (508) 398-6799

Cell 508.962.0811

dlarkowski@denniswater.org

KOH – 14 bulk tanks – 3,000 gall.

NOTE: Rear discharge, 3 lengths of hose, 3 – 4 stops per delivery

Sodium Hypochlorite: aka: Chlorine Bleach approved for Drinking Water Supplies which meets the latest version of ANSI/WWA B300 Standards

All deliveries in 55 gall drums to offices at 80 Old Bass River Rd.

HARWICH WATER DEPARTMENT**Contact Information:**

Neil Salzillo

196 Chatham Road

Harwich, MA 02645

PH: (774) 836-5373

Fax: (339) 502-2490

nsalzillo@harwichwater.com

Caustic Potash (Potassium Hydroxide – KOH) 45% Solution

Tank Size: 3 – 2900 Gallons, 2-1500 gallons

(Estimated usage) approximately 139,248 lbs. per year

NOTE: Short cab only. No sleeper cabs. 1 – 4 stops each delivery

Delivery Locations:

196 Chatham Rd.

85 Depot Road

161 Bay Road

139 Northwest Gate Rd.

205 Pleasant Bay Road

Sodium Hypochlorite – 12 – 15%

Delivery locations:

196 Chatham Rd.

85 Depot Road

161 Bay Road

139 Northwest Gate Rd.

205 Pleasant Bay Road

Requirements: Must have the capability to bring a minimum 75' hose from truck or trailer to inside treatment building locations to fill 15 gallon drums and 50 – 250 gallon day tanks.

Approximately: 8,000 gallons per year

MASHPEE WATER DISTRICT**Contact Information:**

Andy Marks

79 Industrial Drive
Mashpee, MA 02649
PH: (508) 477-6767
andy.marks@verizon.net

FAX: (508) 539-0382

KOH – Tank size: 1,500 – 3,000 galls.
Delivery locations:
Pumping stations 2 through 8

ORLEANS WATER DEPARTMENT

Contact Information:

Susan Brown, Asst. Water Superintendent
19 School Rd.
Orleans, MA 02653

PH: (508) 255-1200

FAX: (508) 240-3702

sbrown@town.orleans.ma.us

Potassium Hydroxide (KOH)

Delivery Locations:

350 Route 28

292 Route 28

70 Quanset Rd.

Tank size – 1500 gal. – 3,000 gals.

*Delivery hours 7:30 am -2:30 pm Monday – Friday

** Certificate of analysis must accompany all deliveries

Sodium Hypochlorite – 12 –15%

Delivery locations:

350 Route 28

292 Route 28 (carboys)

70 Quanset Rd. (carboys)

Tank Size: 1500 gal and 15 gal drums

***Orleans will require 15 gal carboys as well as bulk delivery

*Delivery hours 7:30 am – 2:30 pm Monday – Friday

** Certificate of analysis must accompany all deliveries

Citric Acid (50%) Food Grade

Delivery locations

350 Route 28 (south Orleans Road) Truck with lift-gate will be required for unloading.

Tank Size: 55 gall drums

*Delivery hours are Mon – Fri, 7:30 am – 2:30 pm

**Certificate of analysis must accompany all deliveries

PROVINCETOWN WATER DEPARTMENT

Contact Information: Cody Salisbury, Water Superintendent
260 Commercial Street
Provincetown, MA 02657

Phone: (508) 487-7060
Fax: (508) 487-4675
Email: csalisbury@provincetown-ma.gov

KOH – Delivery Locations

Knowles Crossing Treatment Plant,
143 Shore Rd., No. Truro
Tank Size: 1400 gallon

South Hollow Treatment Plant Facility
11 South Hollow Rd., No. Truro
Tank Size: 1400 gallon

Sodium Hypochlorite – Delivery Locations

Knowles Crossing Treatment Plant
525 Gallon Tank

South Hollow Treatment Plant
15 gallon carboy delivery

Citric Acid

Delivery locations
Knowles Crossing Treatment Plant
15 gallon carboy delivery only

YARMOUTH WATER DEPARTMENT

Contact Information:

Gary Damiecki, Assistant Superintendent
99 Buck Island Road
West Yarmouth, MA 02673
PH: (508) – 771-7921
gdamiecki@yarmouth.ma.us

Delivery must be between 7:00AM and Noon.

KOH: 17 locations

Tank size: 1,500 – 3,000 galls.

NOTE: More than 1 stop each delivery.

Sodium Hypochlorite – 12%

One location
5 gallon carboys

NOTE: Any vendor who has a quality control problem with the product awarded under this Bid shall promptly notify EACH Water District of the problem in sufficient detail for proper action.

Payment: Barnstable County will not be held responsible for payment. Awarded vendor is to invoice each water department individually for their purchase of product.

Attachment B

Bid Response Form

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.

The prices must be quoted in the units of measure EXACTLY as stated on on this Bid Form. The unit of measure shall not be changed by the bidder; if so, the bidder's price for that item will be rejected.

The bid prices shall include all delivery costs, overhead and profit, incurred by a vendor in supplying the product to the various delivery locations of the Water Departments named. No surcharges to unit prices will be allowed during the contract period.

CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution		
WATER DEPARTMENT	ESTIMATED USAGE – LBS.	BID PRICE PER LB
Barnstable Fire District	200,000	
Brewster Water Department	319,000	
Buzzards Bay Water District	182,500	
Chatham Water Division	304,000	
COMM Water District	800,000	
Dennis Water District	750,000	
Harwich	139,248	
Mashpee Water District	150,000	
Orleans Water District	203,680	
Provincetown Water Department	74,000	
Yarmouth Water Department	900,000	

SODIUM HYPOCHLORITE – 12 – 15%		
WATER DEPARTMENT	ESTIMATED USAGE – GALL.	BID PRICE PER GALLON
Barnstable Fire District	2,000	
Brewster Water Dept.	5,000	
Chatham DPW Sewer Division	10,000	
Chatham Water Division	7,000	
Dennis Water District	8,000	
Harwich	8,000	

Orleans Water Department	4,000	
Provincetown Water Department	1,400 gallons (Bulk)	
	700 gallons - 15 gal. carboys	
Yarmouth Water Department	500	

Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%		
WATER DEPARTMENT	ESTIMATED USAGE – (GALL)	BID PRICE PER GALLON
Chatham DPW Sewer Division	15,000	

HYDRATED LIME		
WATER DEPARTMENT	ESTIMATED USAGE - LBS	BID PRICE PER LB.
Brewster Water Dept.	56,000	

CITRIC ACID – 50% Food Grade		
WATER DEPARTMENT	ESTIMATED USAGE- GALL	BID PRICE PER GALLON
Orleans Water Department	880	
Provincetown Water Department	250 gallons (15 gallon carboys)	

METHANOL SOLUTION – 20%		
WATER DEPARTMENT	ESTIMATED USAGE	BID PRICE PER GALL
Town of Chatham DPW Sewer Division	30,000	

Bidder acknowledges addenda numbered _____

Signed: _____ Print Name: _____

Company: _____

Business Address: _____

Phone: _____ Fax: _____

Email: _____ Date: _____

ATTACHMENT C

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

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

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

Company: _____

Address: _____

**Signature of Individual Signing
Bid, or Corporate Officer:** _____

Telephone Number: _____

**Social Security Number
Or Federal Identification Number:** _____

Date: _____

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

ATTACHMENT D
REFERENCE FORM

Bidder: _____

Bidder must provide references for:

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

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

attach additional sheets if necessary

- 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 interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

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

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

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

23. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the

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:

FOR THE CONTRACTOR:

BARNSTABLE COUNTY COMMISSIONERS:

Date

Date