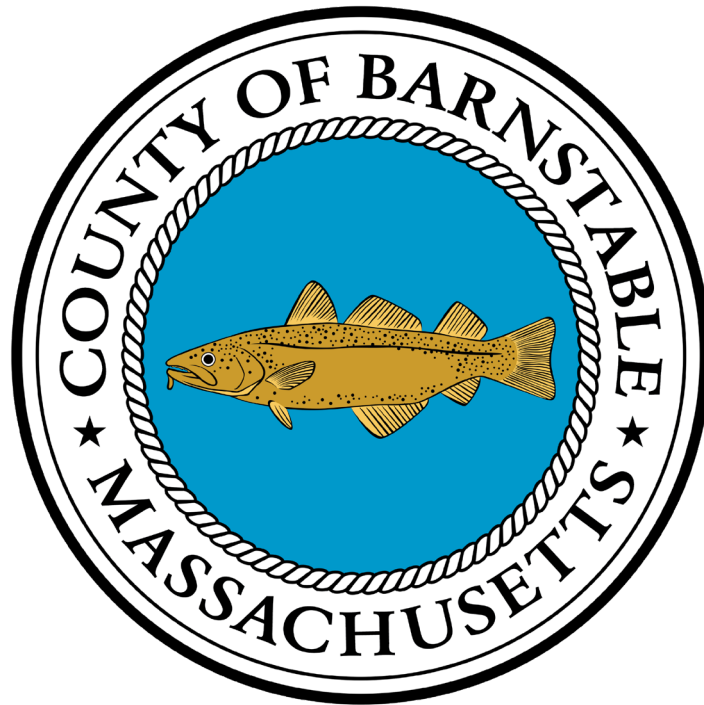


# Barnstable County Purchasing Department



INVITATION FOR BID

Water and Wastewater Testing Products

IFB #: 7909

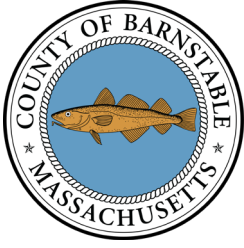
Date: May 12, 2020

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## **Attachments**

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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 bids for **Water and Wastewater Testing Products Bid No.7909**.

Bid specifications may be obtained as of Tuesday, May 12, 2020, 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 **Wednesday, May 27, 2020 @ 11:00AM**.

Sealed envelopes containing bids shall be clearly marked **"IFB # 7909 - IDEXX Water and Wastewater Testing Products"**

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

Due to COVID-19, the MA 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 under "Bids and Proposals" for the public to join on the day of the opening.

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**

## **IDEXX Water and Wastewater Testing Products**

**IFB #: 7909**

Barnstable County is soliciting bids from qualified vendors to provide IDEXX water and wastewater testing products.

### **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**

Include within your response warranty information for products proposed.

### **3. Manufacturers & Suppliers Information**

There are a limited number of EPA-approved methods for the analysis of E. coli, fecal coliform, and Enterococci in wastewater. The IDEXX Colilert, Colilert-18, and Enterolert provides significantly improved efficiency over traditional membrane filtration methods.

### **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**

Required delivery on or before June 20, 2020

### **6. Waste Disposal – NOT APPLICABLE**

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

### **7. Set up and Installation – NOT APPLICABLE**

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

### **8. Sub Contractors**

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

### **9. Pre-Bid Meeting**

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

#### **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

#### **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 **11:00AM on May 27, 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 May 20, 2020 @ 4:00 PM 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 **IFB # 7909 - IDEXX Water and Wastewater Testing Products** on the Purchasing website: <https://purchasing.barnstablecounty.org/>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**19. Changes and Addenda**

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

**20. Key Personnel – NOT APPLICABLE**

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

**21. References**

Provide the following references (Attachment D):

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

## **22. Price Escalation**

Not Applicable (N/A)

## **23. Insurance**

### General Insurance Requirements

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

- a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include County of Barnstable, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, County of Barnstable.

### Liability Insurance

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

- a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000).  
The County of Barnstable and "all other political subdivisions" shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political

subdivisions.” No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

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

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

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

#### Workers’ Compensation and Employer’s Liability Insurance

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

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

#### Personal Property Insurance

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

#### Pollution Legal Liability

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor’s liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or



escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars (\$1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

Additional types of Insurance

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

Proof of Insurance

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

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

Effect of Failure to Continue Insurance in Force

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

**24. Contractual Terms**

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the County Purchase Order (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 statutes will be disregarded.

**31. Selection and Notice**

- a. Awards shall be made to the most responsive, responsible vendor offering the lowest overall price.
- b. The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.
- c. The County will notify the selected firm of its decision and will be prepared to issue a purchase order immediately upon selection and notification that the offer to engage is accepted by the vendor.

**32. Submittals**

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

- a. Warranty Information
- b. Product Data/Specifications sheets
- c. List of any subcontractors
- d. Completed Bid Response Sheet (Attachment B) **REQUIRED**
- e. Non-Collusion/Tax Compliance (Attachment C) **REQUIRED**
- f. List of References (Attachment D)

One original copy of the bid should be submitted. Bids must be sealed and marked as follows:  
**"IFB #7909 - IDEXX Water and Wastewater Testing Products".**

**END OF IFB**

## Attachment A

The Massachusetts Alternative Septic System Test Center (MASSTC) is conducting research into the removal rates of certain pathogens from residential wastewater disposed of through Soil Absorption Systems), also known as leachfields. The study will quantify E. coli, fecal coliform, and enterococci in both treated and untreated wastewater samples.

The purpose of this solicitation is to procure water and wastewater testing products for the County Department of Health and Environment. There are a limited number of EPA-approved methods for the analysis of E. coli, fecal coliform, and Enterococci in wastewater. The IDEXX Colilert, Colilert-18, and Enterolert provide significantly improved efficiency over traditional membrane filtration methods, resulting in time and staff savings.

### Equipment

IDEXX Part Number	Description	Quantity Needed
WQTSPLUS	Quanti-Tray Sealer Plus	1
WL160	6-watt Fluorescent Lamp	1
WL161	6-watt UV Replacement	1
WCM10	UV Viewing Cabinet	1
	COLILERT/QTRAY2K COMBO 20PK	1
WP020I	GAMMA IRRAD COLILERT 100ML 20PK	1
WQT2K-20	QUANTI-TRAY 2000 DISP. 20/BOX	1
	COLILERT-18/QTRAY2K COMBO 20PK	1
WP020I-18	GAMMA IRRAD COLILERT-18 20PACK	1
WQT2K-20	QUANTI-TRAY 2000 DISP. 20/BOX	1
	ENTEROLERT/QTRAY2K COMBO 20PK	1
WENT020	ENTEROLERT 100ML 20-PACK	1
WQT2K-20	QUANTI-TRAY 2000 DISP. 20/BOX	1
WV120SBST-20	VESSELS W/ST AND SB, 20PK	1
UN3373-WQC	ENTEROCOCCI	1
UN3373-WQC	FECAL COLIFORM	1
UN3373-WQC	COLIFORM / E. COLI	1

### Consumables

IDEXX Part Number	Description	Quantity Needed
WV120SBST-200	VESSELS W/ST AND SB, 200PK	6
	COLILERT 200-PACK COMBO PACK 2K	2
WP200I	GAMMA IRRAD COLILERT 100ML 200PK	2
WQT2K	QUANTI-TRAY 2000 DISPOSABLE 100/BX	4
	COLILERT-18 200-PACK COMBO PACK 2K	2
WP200I-18	GAMMA IRAD COLILERT-18 200PACK	2
WQT2K	QUANTI-TRAY 2000 DISPOSABLE 100/BX	4
	ENTEROLERT 200-PACK COMBO PACK 2K	2
WENT200	ENTEROLERT 100ML 200-PACK	2
WQT2K	QUANTI-TRAY 2000 DISPOSABLE 100/BX	4

## 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.

#### Equipment

IDEXX Part Number	Description	Quantity Needed	Price
WQTSPLUS	Quanti-Tray Sealer Plus	1	
WL160	6-watt Fluorescent Lamp	1	
WL161	6-watt UV Replacement	1	
WCM10	UV Viewing Cabinet	1	
	COLILERT/QTRAY2K COMBO 20PK	1	
WP020I	GAMMA IRRAD COLILERT 100ML 20PK	1	
WQT2K-20	QUANTI-TRAY 2000 DISP. 20/BOX	1	
	COLILERT-18/QTRAY2K COMBO 20PK	1	
WP020I-18	GAMMA IRRAD COLILERT-18 20PACK	1	
WQT2K-20	QUANTI-TRAY 2000 DISP. 20/BOX	1	
	ENTEROLERT/QTRAY2K COMBO 20PK	1	
WENT020	ENTEROLERT 100ML 20-PACK	1	
WQT2K-20	QUANTI-TRAY 2000 DISP. 20/BOX	1	
WV120SBST-20	VESSELS W/ST AND SB, 20PK	1	
UN3373-WQC	ENTEROCOCCI	1	
UN3373-WQC	FECAL COLIFORM	1	
UN3373-WQC	COLIFORM / E. COLI	1	

Consumables

IDEXX Part Number	Description	Quantity Needed	Price
WV120SBST-200	VESSELS W/ST AND SB, 200PK	6	
	COLILERT 200-PACK COMBO PACK 2K	2	
WP200I	GAMMA IRRAD COLILERT 100ML 200PK	2	
WQT2K	QUANTI-TRAY 2000 DISPOSABLE 100/BX	4	
	COLILERT-18 200-PACK COMBO PACK 2K	2	
WP200I-18	GAMMA IRAD COLILERT-18 200PACK	2	
WQT2K	QUANTI-TRAY 2000 DISPOSABLE 100/BX	4	
	ENTEROLERT 200-PACK COMBO PACK 2K	2	
WENT200	ENTEROLERT 100ML 200-PACK	2	
WQT2K	QUANTI-TRAY 2000 DISPOSABLE 100/BX	4	

Total Price Proposal: \_\_\_\_\_ dollars (\$\_\_\_\_\_)

Bidder acknowledges addenda numbered \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

## **ATTACHMENT C**

### **CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

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

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

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature of Individual Signing  
Bid, or Corporate Officer:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Social Security Number  
Or Federal Identification Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**ATTACHMENT D**  
**REFERENCE FORM**

Bidder: \_\_\_\_\_

**Bidder must provide references for:**

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

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
Description and date(s) of supplies or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
Description and date(s) of supplies or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
Description and date(s) of supplies or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

attach additional sheets if necessary



## ATTACHMENT E

### 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. 11 IF 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 County. 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.