Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

Bid# 8088
Contract# BC-25-8088

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

THIS AGREEMENT is made this 19th day of May, 2025 by and between

NBC Distributors 145 Alden rd. Fairhaven Massachusetts 02719
(Contractor's Legal Name and Address)

(hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

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

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

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

2. **Scope of Services.** The contractor shall perform the scope of services set forth in
Attachment A Consisting of nineteen (19) pages

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

4. **Time of Performance.**

7/1/25	6/30/26
Start Date	End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: Varies by Town

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

6. **Payment**:

A. The County shall compensate the Contractor for the services rendered at the rate of $ varies per Attachment B (e.g., hour, week, quarterly, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly X, 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: $ 103,400.00

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. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass .Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination.

8. **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 an effective date.

9. **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

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

of termination or suspension.

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

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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, to 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. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including reasonable legal expenses) resulting from any claim based upon to the extent caused by breach of this contract or negligent acts, errors or omissions or willful misconduct of the Contractor, its employees or its agents in providing its service(s) to the County pursuant to the Contract. After prompt notification of a claim by the County, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The County shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law. Notwithstanding the foregoing, Contractor has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Contractor's finally determined percentage of liability as determined by a court of competent jurisdiction.

23. **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

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

for Federal Awards (2 CFR Part 200 subpart A-F)

24. **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.

25. **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.

26. **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 for Contractor's negligent actions in performing of the Scope of Services.

27. **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.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Jennifer Frates Chief Procurement Officer
3195 Main Street, Barnstable, MA 02630 jennifer.frates@capecod.gov

To the Contractor: David DeMello denned1@live.com
NBC Distributors 145 Alden rd. Fairhaven Massachusetts 02719

Employees of Barnstable County shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this date: 5/28/2025

FOR THE COUNTY:

BARNSTABLE COUNTY:

Signed by:
41700372CDAD493...

FOR THE CONTRACTOR: NBC Distributors

Signed by:
David DeMello
A3C394B046C644E...

5/23/2025
Date

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

Attachment A
Service & 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 that outlined below.

K2CO3	0.2%
NaOH	0.25%
KCl	50 mg/l
Fe	3 mg/l
Sio2	20 mg/l
KCLo3	3 mg/l
Ca	3 mg/l
K2SO4	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

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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.

IMPURITY	RMIC mg IMPURETY/kg CALCIUM HYDROXIDE
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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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^{o}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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

LIQUID SODIUM HYDROXIDE 50%

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_2O	0.39.5%
Na_2CO_2	0.1%
NaCl	0.6%
$NaClO_3$	0.07%
Na_2SO_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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

LIQUID SODIUM HYDROXIDE 25%

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 25% sodium hydroxide (NaOH) and be a clear and colorless liquid with a specific gravity of between 1.257 – 1.289 g/mL at 20 degrees C. It shall have an approximate density of 10.69 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_2O	0.39.5%
Na_2CO_2	0.1%
NaCl	0.6%
$NaClO_3$	0.07%
Na_2SO_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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

METHANOL

Manufacturer's literature must be submitted with the bid.

Chemical Name:	Methyl Alcohol
Product Name:	Methanol 20-25%
DOT Proper Shipping Name:	Mathanol Solution

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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

ALL VENDORS SHOULD TAKE NOTICE OF THESE SPECIAL INSTRUCTIONS

BARNSTABLE FIRE DISTRICT
Contact Information:
Sean Anderson, Superintendent
P. O. Box 546
1841 Phinney's Lane
Barnstable, MA 02630
PH: (508) 362-6498 FAX: (508) 362-9616
bfdwatersupt@barnstablefiredistrict.com

Sodium Hypochlorite – 12-15%
64 – 5 gall carboys delivered 6 times per year on pallets

KOH: 3 bulk tanks 450,-3,000 – 4,000 galls.

Delivery Locations:
223 Breed's Hill Road
1650 Route 132
1815 Phinney's Lane
NOTE : Short cab only. No sleeper cabs. Meet at Exit 86 rest area for escort. - 3 stops each delivery

---

TOWN OF BARNSTABLE WATER POLLUTION CONTROL DIVISION

Contact Information for billing:
Andrew Boule, WPCD Supervisor
617 Bearses Way
Hyannis, MA 02601
Phone: (508) 790-6335
Fax: (508) 790-6339
andrew.boule@town.barnstable.ma.us

Contact Information for deliveries:
Robert Delgado, Chief Operator
Phone: (774) 487-6934
Robert.delgado@town.barnstable.ma.us

Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 25%

Delivery Location: Barnstable WPCF – 617 Bearses Way – 1,000 gallon tank

Sodium Hypochlorite –12-15%

Delivery location: Barnstable WPCF – 617 Bearses Way – 6,650 gallon tank

---

BREWSTER WATER DEPARTMENT
Contact Information:
Paul Anderson
165 Commerce Park Road
Brewster, MA 02631

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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- 1 - 1,000 gallon tanks and 2 – 1,500 gallon tanks, 1 – 3,000 gallon tank

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

NOTE: **2,500 short trailer required. Deliveries must be between 7:30 am – 2:00 pm**

CHATHAM PUBLIC WORKS WATER DIVISION
221 Crowell Road
Chatham , MA 02633
Contact Information: Lynn Carr
Phone: (508) 237-7401
Fax: (508) 945-5152

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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

Tank Size; 850 gallons
Indian Hill Well 4
54 Indian Hill Road, Chatham

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

Sodium Hypochlorite – 12 – 15%
Tank size: 250 gallons
2756 Main St., So. Chatham
2 – 650 Gallon Tanks
Water Treament 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

2 – 55 gallon tanks
54 Indian Hill Road, Chatham

TOWN OF CHATHAM SEWER DIVISION
221 Crowell Road
Chatham , MA 02633
Contact Information: Billy Smith
Phone: (508) 782-8284
Fax: (508) 945-5152
smithw@wseinc.com.

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

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

TOWN OF FALMOUTH WATER DIVISION

416 Gifford Street
Falmouth, MA 02540

Contact Information:
Mike Reghitto, Interim Water Superintendent
Phone: (508) 457-2543
Fax: (508) 548-1537
Micheael.reghitto@falmouthma.gov

Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 25%

Delivery Locations:

Carriage Shop Road/Fresh Pond Well – 1,500 gallon tank
50 Twin Oaks Drive/Crooked Pond WTF – 2 @ 2,650 gallon tanks
70 Sandwich Road/UCRWSCC – 2 @1,500 gallon tanks
650 Gifford Street/Long Pond WTF – 3,000 gallon tank
401 Pinecrest Beach Drive/Mares Pond Well – 3,000 gallon tank

Sodium Hypochlorite – 12 – 15%

Delivery Locations:

Carriage Shop Road/Fresh Pond Well – 100 gallon tank
50 Twin Oaks Drive/Crooked Pond WTF – 1,200 gallon tank
70 Sandwich Road/UCRWSCC – 1,000 gallon tank
650 Gifford Street/Long Pond WTF – 3,000 gallon tank
401 Pinecrest Beach Drive/Mares Pond Well – 100 gallon tank

TOWN OF FALMOUTH WASTEWATER DIVISION

Contact Information for billing:

Amy Lowell, Wastewater Superintendent
416 Gifford Street
Falmouth, MA 02540
Phone: (508) 457-2543 x 3018
Fax: (508) 548-1537
amy.lowell@falmouthma.gov

Contact Information for deliveries:
Charles Pires, Chief Operator
Phone: (508) 958-4291

Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 25%

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

Delivery Location: Falmouth WWTF – 154 Blacksmith Shop Road, West Falmouth – 4,000 gallon tank

Sodium Hypochlorite –12-15%

Delivery locations:

Woods Hole Lift Station, 0 Water Street, Falmouth – 1000 gallon tank
Jones-Palmer Lift Station, 454 Palmer Avenue, Falmouth – 1000 gallon tank

NOTE – Sodium hypochlorite deliveries for these two Falmouth delivery locations must be made with a box truck, not a tanker truck, due to the access/turn radius at the delivery locations.

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.

HARWICH WATER DEPARTMENT
Contact Information:
Dana Milan
196 Chatham Road
Harwich, MA 02645
PH: (774) 836-5086 Fax: (339) 502-2490
dmilan@harwichwater.com

Caustic Potash (Potassium Hydroxide – KOH) 45% Solution
Tank Size: 3 – 2900 Gallons, 2-1500 gallons
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.

MASHPEE WATER DISTRICT
Contact Information:
Andy Marks
79 Industrial Drive

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

Mashpee, MA 02649
PH: (508) 477-6767 FAX: (508) 539-0382
andy.marks@verizon.net

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) 45%
Delivery Locations:
350 Route 28
292 Route 28

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)

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

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

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:
Mary Franklin, DPW/Water Administrative Assistant
99 Buck Island Road
West Yarmouth, MA 02673
PH: (508) – 771-7921
mcfranklin@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.

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

Items	Estimated FY26 Usage
CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution Price Per LB	
Barnstable Fire District	200000
Brewster Water Department	65000
Buzzards Bay Water District	200000
Chatham Water Division	250000
COMM Water District	800000
Dennis Water District	750000
Harwich	560000
Mashpee Water District	800000
Orleans Water District	203680
Provincetown Water Department	74000
Yarmouth Water Department	1000000
SODIUM HYPOCHLORITE – 12 – 15% Price Per Gallon	
Barnstable Fire District	2000
Barnstable Water Pollution Control Division	35000
Brewster Water Dept.	4500
Chatham Water Division	15000
Dennis Water District	8000
Falmouth Water Division	25000
Falmouth Wastewater Division	25000
Orleans Water Department (15 gallon)	2000
Orleans Water Department (BULK)	2000
Provincetown Water Department (15 gallon carboys)	1200
Provincetown Water Department (BULK)	1400
Yarmouth Water Department (BULK - 300 gallon tank)	2000
Yarmouth Water Department (5 gallon carboys)	250
Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50% Price per Gallon	
Chatham DPW Sewer Division	15000
HYDRATED LIME Price Per LB	
Brewster Water Dept.	55000
CITRIC ACID – 50% Food Grade Price per Gallon	
Orleans Water Department	880
Provincetown Water Department (15 Gallon Carboys)	250
METHANOL SOLUTION – 20% Price per Gallon	
Chatham DPW Sewer Division	30000
Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 25%	
Barnstable Water Pollution Control Division	2000
Falmouth Water Division	45000
Falmouth Wastewater Division	75000

Docusign Envelope ID: 2EF8CDF6-9973-4471-9648-5F5A433C7835

ATTACHMENT B

Pricing Sheet - Water Chemicals
Contract BC-25-8088

NBC Distributors				
#	**Water Department**	**Estimated Usage**	**Unit Price**	**Total Cost**
#2-7	Falmouth Wastewater Division	25000	$3.0400	$76,000.00
#2-8	Orleans Water Department (15 gallon)	2000	$4.3500	$8,700.00
#4-1	Brewster Water Dept.	55000	$0.3400	$18,700.00
				$103,400.00