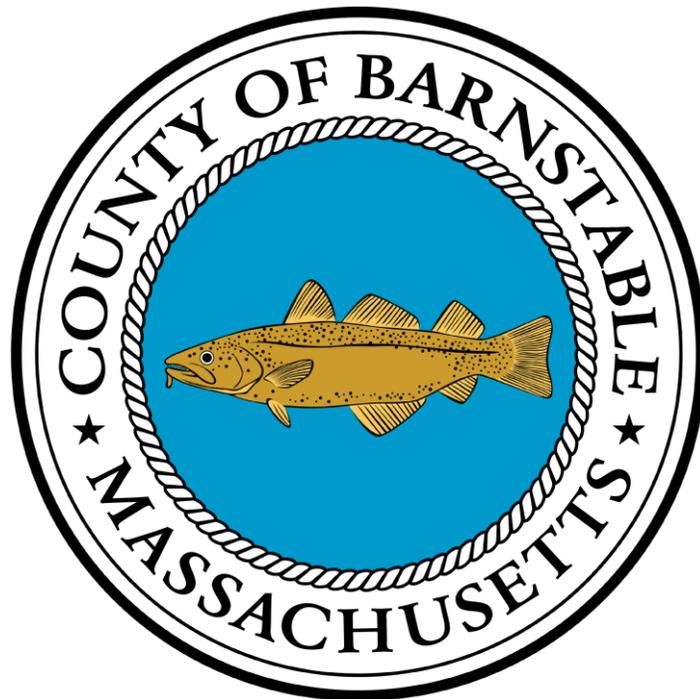


Barnstable County Purchasing Department



INVITATION FOR BID
Mobile Fire Training Prop
IFB #: 7897
Date: December 2, 2019

Table of Contents

1. Product Specifications
2. Warranty
3. Manufacturers & Suppliers Information
4. Shipping
5. Required Delivery
6. Waste Disposal
7. Set up and Installation
8. Sub Contractors
9. PreBid Meeting
10. Bid Response Instructions
11. Required Bid Response Date
12. Bid Signature
13. Official Date and Time
14. Time for Bid Acceptance
15. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities
16. Bid Prices to Remain Firm
17. Unforeseen Office Closure
18. Questions and County POC
19. Changes & Addenda
20. Key Personnel
21. References
22. Price Escalation
23. Insurance
24. Contractual Terms
25. References to General Laws
26. Cost of Preparation
27. County Tax Exemption
28. Political Activity Prohibited, Anti-Boycott Warranty
29. Contractor Compliance
30. Public Record Request
31. Selection and Notice
32. Submittals

Attachments

1. Attachment A: Scope & Specifications
2. Attachment B: Bid Response Form
3. Attachment C: Certificate of Non-Collusion/ State Tax Compliance
4. Attachment D: References
5. Attachment E: Purchase Order Terms and Conditions



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 **Mobile Fire Training Prop per Bid No.7897.**

Bid specifications may be obtained as of Monday, December 2, 2019 @ 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 Wednesday, December 18, 2019 @ 11:00AM.

Sealed envelopes containing bids shall be clearly marked "**Bid No. 7897 - Mobile Fire Training Prop**"

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

Mobile Fire Training Prop
IFB #: 7897

Barnstable County is soliciting proposals for a mobile, live-fire confined space, structural and maritime training simulator.

1. Product Specifications

Bidders are to submit responses based upon the specifications as outlined within Attachment A, "Scope & 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. The training simulator with a warranty for a period of (2) years for workmanship & materials starting from the date of delivery is preferred.

3. Manufacturers & Suppliers Information

Not 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

The training simulator shall be delivered by May 1, 2020, and the vendor shall schedule and coordinate delivery with Barnstable County representatives.

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

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 December 18, 2019**. 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 December 11, 2019 @ 4 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 7897: Mobile Fire Training Prop** on the Purchasing website: <https://purchasing.barnstablecounty.org/>.

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:

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

One original copy of the bid should be submitted. Bids must be sealed and marked as follows:
"IFB #7897 Mobile Fire Training Prop".

END OF IFB

Attachment A – Scope & Specifications

MARITIME TRAINING SIMULATOR

SCOPE & GENERAL REQUIREMENTS:

1. The mobile training simulator shall be two-level, constructed from a one-trip International Organization for Standardization (ISO) container, and mounted on a DOT Compliant Chassis. All modifications, fittings, catwalks, and railings (etc.) shall be OSHA compliant.
2. Vendor shall provide a graphical representation of their training simulator solution at time of proposal which substantially satisfies the requirements herein.
3. The training simulator shall comply with NFPA 1402 “Standard on Facilities for Fire Training and Associated Props” 2019 Edition”9.
4. The selected vendor shall prepare layout drawings and coordinate a design review meeting upon project award.
5. The Live-Fire component of the training simulator shall provide Class “B” LPG fueled training only.
6. The training simulator shall have emergency egress, emergency lighting and emergency shut-off controls.
7. The training simulator exterior shall be painted and lettered per the County’s choice of color and design.
8. The awarded vendor must provide past performance at time of proposal showing capability to design, fabricate, deliver, and assemble a simulator of similar complexity as that being proposed.
9. Proposals shall include all costs associated with all aspects of the simulator (including but not limited to design, build and delivery.)
10. Awarded Vendor shall include a (1) day “Train the Trainer Course” for up to 12 students within two weeks of training simulator delivery.
11. Vendor shall include a hard copy and an electronic version of the Training Simulator Operations and Maintenance Manual at time of delivery.

SIMULATOR SPECIFICATIONS:

1. The training simulator shall include (1) burn room. Burn room shall be fabricated as a secondary fully insulated sleeve within the container structure and designed for Class “B” LPG Fuels.
2. A pitched roof prop shall be incorporated into the simulator for vertical ventilation training purposes.
3. A drywall poke out shall be incorporated below the pitched roof prop.
4. Multiple points of egress via personnel doors shall be provided and various windows included for differing training scenarios (both maritime and non-maritime).
5. The training simulator shall have a retractable extension tower with repel anchor and bail out window.
6. The training simulator shall have a retractable catwalk at floor level on both sides of the simulator with stair access to the roof and ground.
7. Interior and exterior stairwells, doors and windows shall be provided to support various training scenarios (both maritime and non-maritime design – e.g. interior maritime ladder, scuttle hatch).
8. The training simulator shall include a SCBA reconfigurable maze and confined space training capabilities. The maze system shall allow the interior floor space to be reconfigured to support various interior fire attack scenarios.
9. A Cold Smoke and Distribution System resulting in zero visibility shall be included.
10. The training simulator shall provide rope rappelling training capabilities that are compliant with applicable OSHA standards (certification shall be provided at time of delivery).
11. Rooftops shall contain a galvanized steel bar grating surface and an OSHA compliant galvanized guardrail system.
12. An electrical system, fixed interior and exterior lighting and a generator shall be included and installed.
13. Exterior Full Height Standpipe System with a Siamese FDC connection at ground level, and hose connection at all story-levels shall be included.
14. An on-board ASME Compliant LPG Fuel Supply shall be included.

Class "B" LPG General Specifications:

1. The LPG delivery and control system must be tested and certified by a Nationally Recognized (third-party) Testing Laboratory (NRTL) as required by NFPA 1402.
2. Control Panel must consist of a simple series of buttons to provide safe burn prop operation (two themed props shall be included). The operating condition of each of the buttons must be visually indicated by lamps. A guarded emergency gas off (EGO) button must be positioned on the control panel.
3. The control panel must be located within a designated control room.
4. A temperature monitoring and data logging system must be interlocked with the gas delivery and control system at the designated burn room. The system must digitally display the temperatures and discontinue gas delivery to the props at the user specified upper temperature limit.
5. A combustible gas detection system must be interlocked with the gas delivery and control system at the designated burn room. The system must digitally display sample concentration levels within the proximity of the props, terminate gas delivery and activate an external alarm when 25 percent of the lower explosive level (LEL) is exceeded.
6. A mechanically assisted ventilation system must be provided. The system must be capable of one air change per minute and be interlocked with the gas delivery and control system.
7. All components for the LPG System must be commercially available (non-proprietary) so that they can be serviced by a third-party qualified technician, if needed.
8. An Automatic Ignition Source and Flame Safety System which continuously monitor's the live fire environment must be utilized.
9. Normally closed electromechanical valves must be utilized for fuel delivery purposes.

Comparable / alternative solutions (vendor exceptions) will be considered.

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.

BID PRICE:

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. 111F s 8,9 and 10 and the regulations contained in 441 OMR s 21.06) that is shipped against this order.
7. **CONTRACTOR'S WARRANTY:** Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.
8. **PAYMENT:** All invoices must be submitted to the BILL TO ADDRESS referenced on the front of this purchase order and must indicate the County's purchase order number and the name of the department listed in the SHIP TO ATTENTION line. Note that in order to effect payment, a W-8 or W-9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address or addresses, must be on file at the 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.