

**Plympton Fire Department
3 Palmer Rd
Plympton, Massachusetts 02367**

INVITATION FOR BIDS

FOR THE

REFURBISHMENT OF ONE (1)

1996 Central States

**Model: FM 1000
(Engine 1)**

Contract No. “2021 Refurbishment Engine 1”

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

INSTRUCTIONS TO BIDDERS

INTRODUCTION

The Town of Plympton, through its Chief Procurement Officer, is seeking bids from qualified contractors for the refurbishment of Fire Department Engine 1, a 1996 Central States Model FM 1000 Pumper. Contract No. "2021 Refurbishment Engine 1".

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the responsive and responsible bidder offering the lowest price based upon a comparison of the base bid.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part and or all bids, or take whatever other action may be deemed to be in the best interest of the Town. The Town reserves the right to cancel the IFB or to reject in whole or in part any and all bids, if it is determined to be in the best interests of the Town to do so. The award of the contract to the successful bidder is contingent upon and appropriation of sufficient funds.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of sixty (60) days, Saturdays, Sundays and legal holidays, excluded after the opening of the bids.

Each submission shall contain Bid Form (**Attachment A**), a Certificate of Non-Collusion (**Attachment B**), a Tax Compliance Certificated (**Attachment C**), and a Certificate of Vote (corporate bidders only) (**Attachment D**).

The successful bidder must execute the contract within ten (10) business days of the Town's delivery of the contract in substantial the form attached hereto as **Attachment E**. In the event the successful bidder fails to execute the contract in a timely manner, the Town reserves the right to rescind the award, and to make a new award to next lowest bidder.

The Town reserves the right to reject any and all bids.

BID COMPLIANCE INSTRUCTIONS

Each bidder must indicate its compliance with these specifications by marking "YES" or "NO" in the appropriate column for each individual paragraph of this specification. Indicating "YES" shall mean full compliance; indicating "NO" shall mean an exception is being taken. Any deviation from the specification, no matter how small, must be so annotated. All exceptions must be fully explained in a separate page titled: "Exceptions", giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement shall result in the bid proposal being rejected.

Each bid shall be accompanied by a Bid Deposit equal to five percent (5%) of the total bid price shown on the Bid Form. The Bid Deposit may be made in the form of a certified check or appropriate Bid Bond issued by a surety licensed by the Commonwealth of Massachusetts. The Bid deposit of the three lowest bidders shall be held until the execution of the contract awarded pursuant to this IFB, all other Bid Deposits shall be returned within ten (10) business days of the opening of the bids. In the event that the successor bidder fails to execute the contract when presented by the Town as provided herein, the bidder's Bid Deposit shall be forfeited to the extent of the difference between its bid and the next lowest bid of a responsive and responsible bidder.

The Town of Plympton shall be the sole arbitrator as to what exceptions may be allowed or disallowed. In the event a contractor fails to make any indication of compliance for any or all provisions it shall be

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

assumed that the contactor is talking total exception to the specification and the bid shall be disallowed.

ALL BIDS ARE DUE AT THE TOWN HOUSE, OFFICE OF THE CHIEF PROCUREMENT OFFICER, 5 PALMER ROAD, PLYMPTON, MA 02367, NO LATER THAN 10:00 AM ON THURSDAY, OCTOBER 14, 2021, AT WHICH TIME THEY WILL BE OPENED AND READ PUBLICLY. ALL BIDS MUST BE SUBMITTED ON THE BID FORM INCLUDED IN THIS INVITATION FOR BIDS. ALL BIDS AND CORRESPONDING DOCUMENTAION SHALL BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED "2021 Refurbishment Engine 1". ANY LATE BIDS OR BIDS NOT MEETING THESE REQUIREMENTS SHALL BE REJECTED.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interest of the Town or fair competition. Minor informalities will be waived or the bidder will be permitted to correct them. If a mistake and the intended bid are clearly evident on the face of the Bid Form, 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 its bid if a mistake is clearly evident on the face of the Bid Form, but the intended correct bid is not similarly evident.

Questions concerning this IFB, must be submitted in writing by mail or e-mail to: The Office of the Fire Chief, Plympton Fire Department, 3 Palmer Rd, Plympton, MA 02367 and must be received by the Fire Chief no later than 2:00 PM on the 6th day of October 2021. E-mail: firechief@plymptontown.org Responses to any such questions will be issued as an addendum to this IFB and will be mailed or e-mailed to all parties who have requested this IFB. To have your contact information added to the official plan holders' list so that you are notified of addenda, if any, please Email: firechief@plymptontown.org

INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the Plympton Fire Department of an upgraded 1996 Central States fire engine equipped, upgraded and repaired as specified hereinafter. With a view to obtaining the best results and the most acceptable reconstruction, these specifications cover minimum requirements as to the type of construction, finish, and tests to which the apparatus must conform, together with certain details as to equipment and appliances to be furnished. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction.

1. All applicable statutory provisions of the laws of the Federal Government and the Commonwealth of Massachusetts will bind the supplier.
2. Purchases made by the Town of Plympton are exempt from payment of any Federal or State taxes.
3. The Town of Plympton reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the Town.
4. The bidder must certify that no official or employee of the Town of Plympton is peculiarly interested in this proposal or in the contract which the facility offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.

ENGINE 1 SPECIFICATIONS

Bidder Complies

Yes No

5. Before submitting a Bid, each repair facility must make a careful study of these specifications and proposal and fully assure him as to the quality of materials required and the service to be performed.

6. All articles which are imperfect or of a grade inferior to specifications will be rejected and returned and must be replaced by articles of the specified grade without expense to the Town of Plympton for transportation in either direction.

7. The Town of Plympton reserves the right to terminate the Contract for default, in whole or in part, if it is determined that the materials supplied are not satisfactory or deliveries are not performed in accordance with the terms of the Contract.

8. The Contractor shall not be permitted to either assign or sublet the Contract, nor assign legally or equitably any monies hereunder, or its claims thereto, without prior written permission of the Town of Plympton.

9. The proposal for this Contract must cover all contingencies, including all labor and materials, transportation and insurance, etc., necessary for purchase and delivery of the equipment, materials or service as required by the Town of Plympton.

10. All Bids, Certifications and Certificates of Insurance, as included in this Invitation for Bids or within the contract form included herewith must include a full written narrative that includes their procedures, facilities, components to be furnished and explanation of how the repair shop intends to carry out Plympton's requirements must be provided. All bids must be submitted typewritten or printed in ink. All bids shall be signed in ink by the bidder. If the facility is a corporation, the authority of the individual signing shall be endorsed upon or attached to the bid and certified by the clerk of the corporation. (*Certification of corporate vote or corporate resolution on who in corporation has authority to sign documents*).

11. The Town of Plympton does not assume any responsibility for errors, omissions or misinterpretations, which may have resulted in whole or in part from the use of incomplete bid documents.

12. Any bidder finding an ambiguity, inconsistency, or error shall notify the Town of Plympton promptly.

13. In case of error in the extension of prices quoted herein, the unit price will govern.

14. The Town of Plympton may terminate the contract/price agreement with a Contractor who fails to perform under the terms of this agreement. Notice of termination shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon receipt.

15. Delivery must be received by the Town of Plympton within 180 days of the contract award. If at any time the Contractor is unable to furnish materials or services as ordered by the Town, the Contractor shall be obligated to obtain delivery from another supplier and the Contractor shall in turn invoice the Town of Plympton only at the price specified in the contract.

16. The Contract Agreement will be in the form as attached to this Invitation for Bids as **Attachment E**.

17. Delivery beyond 180 days, the Contractor shall be assessed a penalty of \$200.00 per day. A day is defined as a calendar day.

ENGINE 1 SPECIFICATIONS

Bidder Complies

Yes No

18. The successful Bidder shall protect the Town of Plympton from any and all infringements of Patents, Royalties or Damages arising from the Contract.
19. The Contractor shall use reasonable care to prevent damage to existing buildings, equipment and property when making deliveries. If the Contractor's failure to use reasonable care causes damage to Plympton's property, the Contractor shall repair or replace the damage at no additional cost to the Town of Plympton.
20. The Town of Plympton intends to award the contract to the lowest responsible repair facility. Failures to follow instructions, meet the criteria, or agree to the terms and conditions contained in this bid may be cause for rejection of the bid as non-responsive.
21. An award will not be made to a facility who is not properly equipped to undertake and complete the work or service for this contract.
22. As soon as an award is made, the Contractor will be requested to execute a proper contract.
23. The Contractor shall maintain such insurance as will protect him/her from claims under Workers' Compensation Acts and from any other claims for property damage or personal injury, including death, which may arise from operations under this contract. The Contractor shall furnish **CERTIFICATE OF INSURANCE** satisfactory to the Town of Plympton prior to final contract execution. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this contract and shall state that such insurance is as required by this contract. The Contractor shall make no claims against the Town of Plympton or its officials for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this contract.
24. Failure to provide and continue in force such insurance as aforementioned shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. (Contractors are required to comply with all State and Federal Laws governing Workers' Compensation.)
25. The payment and performance obligations are subject to appropriation and availability of funds. Payment to the successful vendor will be made upon the delivery of the completed apparatus to the Town of Plympton Fire Department and acceptance by the Plympton Fire Department. No progress of partial payments shall be made.
26. Bidders shall submit with their proposal a warranty statement on the facility's letterhead that thoroughly and completely expresses the terms of the Bidder's warranty. Failure to include this document shall be grounds for immediate rejection of the bid.
27. Contractors must include a copy of their current certificate of registration with the Secretary of the Commonwealth with their proposal. Failure to include this document shall be grounds for immediate rejection of the bid.
28. Town reserves the right to reject any and all bids exceeding appropriated funds.

PREREQUISITE BIDDING REQUIREMENTS

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes

No

The fire apparatus upgrades / refurbishments to be furnished in meeting these specifications must be the products of an established, reputable fire apparatus manufacturer or fire apparatus service center. Each bidder shall furnish satisfactory evidence of their ability to construct, supply service parts and technical assistance for the apparatus upgrades specified. Each bidder must state the location of the facility where the upgrade is to take place. The facility so indicated must be owned and operated by the Bidder and shall be within a radius of 60 miles from the Town of Plympton. All of the work required by this Invitation for Bids must be performed by the Bidder, utilizing the Bidder's direct employees, in a facility owned and operated by the Bidder. Subcontracting of any portion of this project will not be considered and shall be cause for rejection

QUALIFICATION OF BIDDERS

Bids will only be considered from contractors located in the continental United States, whose work as a fire apparatus reconstruction contractor has an established reputation of permanency and reliability in the field of fire apparatus reconstruction (including financial stability). Each bidder shall furnish satisfactory evidence of their ability to reconstruct the apparatus as specified, and shall state the location of the factory where the complete reconstruction will take place.

Any manufacturer submitting a proposal or bid, to these specifications; shall meet the following conditions.

- The bidder; shall be wholly owned (100%) and managed by a Company, Corporation, and/or Parent Company that is wholly based, and permanently resides in the United States of America and registered to do business in Massachusetts. If the bidder is a subsidiary or division of a larger parent, bidders shall so state and identify the parent.
- The Company, Corporation, and/or Parent Company, and all assets belonging to such; shall be wholly owned and managed (100%) by the entities specified above.
- Any proposal, bid, or response to these specifications by any foreign based, owned, or managed (in part or in whole) Company, Corporation, and/or Parent Company; shall be cause for immediate rejection.
- Bids shall be valid for a minimum of 30 days after the designated bid opening date.

Exceptions to these conditions will not be allowed under any circumstances.

Bids shall only be accepted from vendors that propose to complete ALL the requirements of this specification. Bids that offer to do some portions of the work but exclude other portions of the work shall not be considered.

PERFORMANCE BOND

A performance bond in an amount equal to 100 percent (100%) of the total bid amount with a surety company licensed to do business in the Commonwealth of Massachusetts must be furnished by the successful bidder within ten (10) days of the contract award together with the executed contract. The bond must meet the following requirements in all respects.

The Bidder must provide all bonds.

With respect to the qualifications of proposed bonds or sureties, the Bidder's bonding company must meet the following requirements:

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

- An acceptable surety outlined by the Department of the Treasury on their most recent Federal Register at a limit of at least \$10,000,000;
- A.M. Best rating "A" or better with a financial rating or at least "VIII", and licensed as a surety in the Commonwealth of Massachusetts.

BASIC LIMITED WARRANTY

The required work shall be free of defects in material and workmanship for a period of one (1) year starting the day of delivery of the completed project to the Town of Plympton and a period of (3) years for any defect in paint.

DELIVERY

Delivery shall be no more than 180 days after award of the bid and signing of the contract.

The Town of Plympton requires that the apparatus be kept indoors, in a heated facility whenever the unit is in the custody of the Contractor.

The truck will have a pre-refurb inspection upon arrival. This will include a pump test, steam cleaning of the whole truck including compartments, chassis and the exterior. Inspection of the fuel tank, air tanks, and all chassis related components (If the inspection goes without issue, then the following work will be performed. Any issues will be addressed with the department.)

AFTERMARKET SERVICE

The Bidder shall be responsible for maintaining a fully authorized local service center with complete service capability for the entire unit as specified. This requirement shall remain in effect throughout the life of the apparatus. The required facility shall be no more than 60 miles for the Town of Plympton. The local service facility must be staffed by full time personnel who are factory trained and certified in the operation and repair of the apparatus, to include fire pump, the electrical system (both 12 volt and 120/240 volt) and the chassis. The Town of Plympton requires that the apparatus be let indoors in a heated facility whenever the unit is in the custody of the service center.

TECHINCAL INFORMATION CONTACT

Technical question may be addressed to the Plympton Fire Chief. All questions must be submitted in writing at least five (5) business days prior to the bid opening date for consideration. Responses will be provided in writing as necessary in the form of addenda issues to all prospective bidders. No oral questions will be accepted, and nor oral responses may be relied upon.

PROJECT DETAILS:

Please not that where a make or model of equipment is specified, and the equivalent of such make or model may be accepted based upon a determination by the Town of the equivalency of such a substitute make and model

FRAME ASSEMBLY TREATMENT

The chassis frame shall be thoroughly and completely cleaned using a sandblasting/needle scaling process where necessary to remove all rust and corrosion without damage to lines, wiring harnesses etc. Brake lines, electrical harnesses shall be pulled away from the frame as far as possible in order to expose to treatment any corrosion which may be located behind these lines. The frame assembly

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

shall then be painted a two-component high solids epoxy chassis primer. Autocoat LV Epoxy Chassis Black has superior corrosion protection. Autocoat LV Epoxy Chassis Black is designed for chassis applications (or approved equal).

PAINT, PREPARATION & FINISH

- Painting of the entire cab and body exterior is required. Color of the Engine shall be PPG FBCH 71663 Red or matched equivalent
- Body and Cab Refinishing: Contractor shall disassemble all body and cab mounted components, including but not limited to, the following: Removal of all removable panels for access to painted services, all compartment doors, all cab doors, all warning, rotating, and running lights, all handrails, rub rails, and steps to access painted areas.
- Remove all rear-facing components, covers and doors. Remove all striping, decals, lettering, and signs. Repair minor damage and chips. Proper repair may require sandblasting or mechanical corrosion removal. Prep all edges and install corrosion protection on cab and body. Prime and refinish cab and body using the latest paint techniques and materials.
- The apparatus shall be painted with the highest quality materials. The paint process shall strictly adhere to paint manufacturer's procedures. Priming will consist of a two (2) stage process. The first stage will be coating with a two-part, self-etching, and corrosion resistant primer to chemically bond the surface for increased adhesion. The second stage will be multiple coats of a catalyzed epoxy primer that is surface applied for leveling of small imperfections and top coat sealing items (exception roll-up doors).
- A "Clear Coat" paint finish will be supplied to provide greater protection to the quality of the exterior paint finish. The truck will be buffed and a final clean before delivering to the department.
- Compartment Door Refinishing: Align and adjust all compartment doors for proper operation. Inspect all latches, hinges, and handles and repair as necessary. Repair all areas of corrosion. Prep all edges and install corrosion protection on compartment door exteriors. Prime and refinish all door surfaces using the latest painting techniques and materials.
- Compartments: The interior compartments including shelves trays etc. will be removed, and cleaned, coated in "bed liner" type material (light grey) and reassembled.
- Reassemble the Cab exterior doors with new handles
- Replace all compartment and door gaskets and switches
- All aluminum diamond plating and aluminum rub rails shall be coated with a "bed liner" type material (Black)
- Front and rear bumpers shall be coated with a "bed liner" type material (Black)
- Any damage or rust or rot shall be repaired using proper industry methods
- Assembly of metal railings, trim, brackets, shall be mounted with appropriate hardware and insulation techniques appropriate for aluminum and dissimilar metals for corrosion protection. All compartment un-welded seams exposed to high moisture environments will be sealed using permanent pliable caulking prior to finish paint.
- Lettering: The lettering and the graphics will be replaced and will match the Town's scheme of Black reflective striping with silver leaf lettering and fire department "Deborah Sampson" seals

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

FABRICATIONS AND ADDITIONS

- Ladder mounts shall be replaced to accommodate the usual compliment of PFD ladders
- Hard Suction mounts shall be replaced to accommodate the usual compliment of PFD hard suction hoses
- A “deflector” shall be fabricated and installed to protect the hard suction hoses
- All steps and standing work areas shall be treated or fabricated to provide a non-skid surface area
- The Deck Gun shall be removed and capped
- Plumb former deck gun piping to add a 2 ½ inch pre-connect to bed
- Remove “B” foam fill. Re-configure foam system to Class A only
- Remove old “jaws” reel in rear compartment
- Service or replace pump gauges
- Add LED tank gauge
- Re-label all gauges switches etc. appropriately
- Evaluate and repair as needed all safety alarms per NFPA standards
- Evaluate current battery conditioner
- Add 12vdc to 120 vac 2000 watt inverter to be wired to existing exterior outlets
- Add inverter outlet to interior of cab
- Replace charging and air ports to “auto Eject” type
- Remove middle rear seat and replace with a “medical cabinet”
- Add 12vdc outlet to medical cabinet
- Repair Federal Q siren and brake
- Replace hose bed tarp
- Remove generator
- Change front pre-connect to a 2 ½ discharge
- Fabricate new hose well in front work area to accommodate 150’ pre-connect 1 ¾ hose and nozzle
- Replace or extend rood diamond plate to cover entire cab
- Add (2) “Irons” mounts to the rear of left and right front seats
- Add kill switch to pump panel to shut off LED Emergency lights mounted at panel
- Remove Scott TCS charger in cab
- Move registration plate to front bumper
- Reconfigure rear tank fill piping to create more room in rear compartment

MECHANICAL/SERVICE

- A complete chassis service will be performed on the truck.
- Engine compartment shall be steam cleaned and degreased
- Engine component shall be inspected and evaluated

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

- A pump service will be performed on the truck.
- Replace the engine air filter
- Replace the air dryer cartridge
- Repair right rear body damage
- Repair damage behind right passenger door
- Replace the battery frame brackets, trays and hold downs as needed
- Replace the batteries as needed
- Replace mud flaps with rubber
- Reupholster seat as needed
- Repair armrests as needed
- Replace the body outlets and covers
- Replace cab wiper blades
- Add Phoenix Heavy Duty Truck Bumper Guide LED Light or equivalent

ELECTRICAL

- Replace rear strobe beacons with Whelen L32 LED beacon to be mounted below the top line of the hose bed
- Replace rear stop/turn/tail/backup with LED
- Remove deflector brow above windshield and add clearance ICC LED lights directly on the cab
- Replace all marker lighting with LED
- Replace interior cab lighting with LED
- Add 12 VDC outlets to front and rear of cab interior with USB capability
- Remove light bar, replace with Whelen Cenator or equivalent **low profile** with take down lighting, left and right alley lights controlled via Cencom
- Remove and replace all front side and rear warning lights with similar size LED modules
- Replace siren and cab switches with Whelen Cencom control / siren or equivalent
- Add Westin 57-0035 HDX Flush Mount B-Force LED Lights to be flush mounted in front bumper and be operated via the Cencom system
- Add LED flush mount lighting to left and right front diamond plate skirt. Lights shall be wired into turn signal for corner illumination

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes

No

- All pump panel illumination lights shall be replaced with LED strip lights (both side pump panels).
- Remove telescoping scene lights and repair any mounting holes
- Replace the rear body scene lights with surface mounted 12VDC LED Lights shall be activated via an in-cab switch, rear panel switch and then the transmission is in reverse
- Replace headlights with LED
- Add LED scene lights to the body sides
- Replace compartment lights with LED
- Replace all step lights with LED

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

ATTACHMENT A

TOWN OF PLYMPTON "2021 Refurbishment Engine 1"

Company Name:

Address:

Contact Information:

Office Telephone:

Cell Phone:

Contact Person and Title:

The following pricing is for the refurbishment of Plympton Fire Department Engine 1 in accordance with the specifications included in the INVITAION FOR BIDS FOR THE REFURBISHMENT OF PLYMPTON FIRE DEPARTMENT ENGINE 1:

Base Bid Price \$ _____

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda: (To be filled in by Bidder, if Addenda are issued.)

Addendum No. _____

Addendum No. _____

Addendum No. _____

The contract will be awarded to the responsive and responsible bidder offering the lowest price based upon comparison of the base bid.

The successful bidder shall execute a contract in the form as included in the Invitation for Bids.

Signature:

Title:

Date:

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes

No

ATTACHMENT B

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals

Signature of person signing the bid

Name of Business

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

ATTACHMENT C

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49 A(b), I,

_____, authorized signatory for

_____, do hereby certify under pains and penalties

(Name of Contractor)

of perjury that said contactor has complied with all the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes

No

ATTACHMENT E

TOWN OF PLYMPTON MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021 by and between the TOWN OF PLYMPTON a municipal corporation duly organized under the laws of Massachusetts and having the usual place of business at 5 Palmer Road, Plympton, Massachusetts, hereinafter referred to as the "TOWN", and

_____,
a _____, having a usual place of business at _____
_____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of bids for the refurbishment of Plympton Fire Department Engine 1, a 1996 Central States Model FM 1000 Pumper, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS the TOWN has decided to award the contract therefor to the CONTRACTOR

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the Agreement, the Invitation for Bids and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement attached hereto.
2. **THE WORK.** The Work consists of the refurbishment of Plympton Fire Department Engine 1, as more fully described in the Contract Documents as defined above.
3. This Agreement shall be in effect from _____, 2021 and shall expire on _____, 20___. The Project must be completed 180 days following the date of this Agreement, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$ _____, which includes the base bid price of _____.
 - B. The acceptance by the CONTRACTOR of final payment for items and / or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under the Agreement.
 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and / or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

5. **PERFORMANCE BOND.** The CONTRACTOR shall provide the TOWN with a performance bond in the amount equal to 100 percent of the total bid amount with a surety company licensed to do business in the Commonwealth of Massachusetts together with the executed contract as specified in the Invitation for Bids

6. **PAYMENT OF COMPENSATION.** The TOWN shall make payments within thirty (30) days after receipt of Invoice.

7. **LIABILITY OF THE TOWN.** The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

8. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

9. **IDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of the Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

10. **INSURANCE.**

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Worker's Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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B. All policies shall identify the TOWN as the additional insured (except Worker's Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of the Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be ground for immediate termination

11. **ASSIGNMENT.** The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

12. **TERMINATION.**
A. Termination for Cause. If at any time during the term of this Agreement the Town determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such a breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTACTOR fails to cure said breach within ten (10) days. The TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACOR shall be liable to the TOWN for any amount in which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
- B. Termination for Convenience.** The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon the receipt of said notice the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement, upon such termination, the CONTACTOR shall ne entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
13. **INPSECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, the CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under the Contract in such detail and with such information as the TOWN may request.
14. **ROYALTIES AND PATENTS.** The CONTEACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use and process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims of infringement of any paten or other intellectual property rights and shall indemnify and hold the TOWN harmless for loss on account thereof.
15. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without written consent of the other.
16. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
17. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery serves, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when

ENGINE 1 SPECIFICATIONS

**Bidder
Complies**

Yes No

deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

- 18. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

- 19. GOVERNING LAW. This Agreement shall be governed by. Construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

- 20. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not me modified or amended except by a written document executed by the parties hereto.

INWITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

TOWN OF PLYMPTON, MA

Town Accountant:

Town Administrator:

Approved as to Form:

CONTRACTOR:

TOWN COUNSEL

(Signature)

(Name and Title)