

CONTRACT

THIS CONTRACT, made and entered into this 27th day of MARCH, 2020 by and between the Franklin Regional Council of Governments, a Municipal Corporation in Massachusetts (hereinafter called the "Council") , on behalf of the Participants who are certain school districts and municipalities within the Commonwealth of Massachusetts, hereinafter called the Participants, and FIRE EQUIPMENT, INC., 62 GOLD ST., AGAWAM, MA 01001 PH 413-734-6500 (hereinafter called the "Contractor")

WITNESSETH:

WHEREAS, the Contractor did on the 4TH day of MARCH, 2020, submit a Bid to provide FIRE ALARM AND SPRINKLER TESTING or services to the Participants and to perform such work as may be incidental thereto; and

WHEREAS, the Council did on the 27th day of MARCH, 2020, award a portion of said bid to the Contractor;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties as follows:

1. The Contractor is hereby granted the license and privilege within the territorial jurisdiction of Participants to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Invitation for Bids and any addenda thereto.
 - b. The General Instructions to Bidders.
 - c. The Contractor's Submission.
 - d. Attachment A – Award Detail
 - e. This Instrument.
 - f. Resolution of the Board of Directors of the Contractor authorizing the Contractor's signatory the power to sign this contract and bind the corporation to full performance hereunder.
 - g. Insurance Certificates evidencing the Insurance required.
 - h. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.

- ii.
a. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document, so long as the contract documents continue to fairly reflect the intent of the parties.
- iii.
a. Contractor's faithful performance of all obligations contained herein.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures as of this 27 day of March, 2020.

Franklin Regional Council of Governments On behalf of the Participants,

Andrea Woods, Chief Procurement Officer

By Kerlyn Dowling
"Contractor signature"

Kerlyn Dowling
Printed Name of above

Fire Equipment Inc CORP SEAL
Company Name

20 Hull Street
Address

Medford MA 02155
Address

kdowling@firenewengland.com
Email address of contact person

CONTRACT GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Council

1.02 Participants

1.03 Contractor

2.00 SCOPE OF WORK

3.00 WORKFORCE QUALIFICATIONS

4.00 COMPLIANCE WITH LAWS

5.00 NON-DISCRIMINATION

6.00 INDEMNITY

7.00 LICENSES

8.00 RISK OF LOSS

9.00 INSURANCE

10.00 BOND

11.00 BASIS OF PAYMENT

12.00 TERM

13.00 TRANSFERABILITY OF CONTRACT

14.00 MODIFICATIONS

15.00 TERMINATION

16.00 AVAILABILITY OF FUNDS

17.00 NOTICES

18.00 CONFLICT OF INTERESTS

19.00 ACCESS TO RECORDS

20.00 RIGHTS AND REMEDIES

21.00 ENFORCEABILITY

22.00 CHOICE OF LAW

23.00 ENTIRE UNDERSTANDING

1.00 DEFINITIONS

1.01 Council - Franklin Regional Council of Governments, Greenfield, Massachusetts.

1.02 Participants - Those participating towns and school districts listed on the Contract Award Attachment A.

1.03 Contractor - The person, corporation, or partnership performing services under contract with the Council on behalf of the Participants.

2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Bids, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 WORKFORCE QUALIFICATIONS

The Contractor shall: (i) employ competent workers; (ii) enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work; (iii) not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Participant shall notify the Contractor in writing that any work is, in the Participant's designee's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Work except with the consent of the Town.

4.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances on the subject.

5.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

6.00 INDEMNITY

a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Council, the Participants, and their respective duly elected or appointed officials, agents and employees (referred to collectively as "Council and Participants") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Council and Participants, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Council and Participants from all demands made against the Council and Participants by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Contractor shall defend, indemnify, and hold harmless the Council and Participants from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Council and/or Participants all reasonable attorney fees, costs and other litigation expenses incurred by the Council and Participants in enforcing their rights as a result of said breach in addition to any damages for said breach.

7.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

8.00 RISK OF LOSS

The Contractor shall bear the risk of loss with respect to any of its or its agents' employees or subcontractors' vehicles, equipment or tools brought onto or left at the worksite and for any materials stored at the worksite.

9.00 INSURANCE

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Section herein entitled Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Council and, before commencement of work hereunder, the Contractor agrees to furnish the Council with certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory **
Employer's Liability	\$500,000.00
Automobile Liability damage	\$1,000,000.00 combined single limit for bodily injury and property

General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$1,000,000

The Council and the Participants shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

10.00 BOND

10.01 Performance Bond- NOT REQUIRED FOR THIS CONTRACT

10.02 Payment Bond – NOT REQUIRED FOR THIS CONTRACT

11.00 BASIS OF PAYMENT

11.01 Rates - The charges shall not exceed the rates on the AWARD SHEET, Attachment A.

11.02 The FRCOG is not liable for any costs incurred by the Participants under this contract, and all scheduling, acceptance of products/services and invoicing shall be done directly between the Contractor and the Participants.

12.00 TERM

The Term of the contract shall be **date of contract execution through FEBRUARY 28, 2021. The FRCOG retains the sole discretion to renew this contract for two one-year terms.** The ultimate end date will be February 28, 2023.

13.00 TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Council and/or the Participants, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability and duties of the Contractor, but said assignment shall in no way relieve the Contractor of his liabilities or duties pursuant to the Contract.

14.00 MODIFICATIONS

No modifications, waiver or change shall be made in the terms and conditions of this Contract, except as may be mutually agreed upon in writing by all parties hereto and as may be permitted by Massachusetts Procurement Laws.

15.00 TERMINATION

The Council may terminate this Contract by written notice if the Contractor violates any of the terms of this Contract.

In the event of suspension, the Council will set forth the specific grounds for the suspension, any actions the Contractor could take to correct the problems or situations, and a stated period of time for the

Contractor to comply with the corrections required. Failure to correct the problems or situations that necessitated the suspension within the stated period of time shall be grounds for termination.

The Council shall have the right to terminate this Contract without cause upon thirty (30) days notice to the Contractor and all preceding paragraphs herein shall be applicable to this termination. Terminating the contract for one or more Participants shall not necessarily negate the entire contract.

16.00 AVAILABILITY OF FUNDS

This Contract is contingent upon the availability of funds. This Contract shall be canceled by any Participants if funds are not appropriated or otherwise made available to Participants to support continuation of performance if a multi-year contract.

17.00 NOTICES

Any and all notices or other communications required or permitted by this Contract or by law to be served or given to either the Council or the Contractor by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal services when sent by U.S. mail, first-class, postage prepaid, addressed to the Franklin Regional Council of Governments, 12 Olive Street, Greenfield, MA 01301, or the Contractor at the mailing address in paragraph 1 of this Contract agreement.

18.00 CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

19.00 ACCESS TO RECORDS

Contractor will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Council or its authorized representative.

20.00 RIGHTS AND REMEDIES

The Council's and Participants' rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

21.00 ENFORCEABILITY

The Parties agree that any cause of action brought to enforce this Contract or for damages for breach hereof may be brought by either party or by the acknowledged third party beneficiaries to this Contract, namely the Towns who shall be purchasing the supplies or services which are the subject of this Contract.

22.00 CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor, and agents thereof, agree to bring any federal or state proceedings arising under this Contract, in which either the Commonwealth or the Awarding Authority is party, in a court of competent jurisdiction in the County of Franklin, Massachusetts. The parties agree to pursue Dispute Resolution before proceeding to Court. This section shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

23.00 ENTIRE UNDERSTANDING

This Contract, together with all documents included by reference, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.



Franklin Regional Council of Governments

Invitation for Bids Fire Alarm/Sprinkler System Testing – Multiple Participants IFB 20200219

The Franklin Regional Council of Governments (FRCOG) is seeking bids on behalf of the Participants which include School Districts and Towns in Franklin, Hampshire and Hampden Counties of Massachusetts as detailed in the IFB for fire alarm and sprinkler system testing from March 1, 2020 through February 28, 2021 with the option to extend two additional calendar years. This bid is per MGL Ch 30B and MGL Ch7 §22B.

Bids will be received by the FRCOG Chief Procurement Officer, 12 Olive Street, Suite 2, Greenfield, MA 01301 on or before **February 19, 2020 at 2pm.**

Bids should be sealed and clearly marked **“FIRE ALARM/SPRINKLER SERVICES-FRCOG IFB 20200219”**. One original and one copy are requested.

Bid documents are available at <https://frcog.org/bids>.

Faxed or emailed bids are not allowed.

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

Andrea Woods, MCPPO
Chief Procurement Officer
Date: January 30, 2020

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

12 Olive Street, Suite 2, Greenfield, MA 01301 ph 413-774-3167 fax 413-774-3169

Advertisement for Supplies and Services MGL Ch30b

[] FRCOG Webpage –	1/31/2020
[] Greenfield Recorder –	2/5/2020
[] CommBUYS –	2/5/2020
[] Goods and Services –	2/5/2020

CRITICAL DATES

2/12/2020	Deadline for written questions to bids@frcog.org by NOON
2/14/2020	Addendum published, if necessary
2/19/2020 2pm	Deadline for Submission. Late submissions will not be accepted. SUBMIT ORIGINAL AND 1 COPY
3/1/2020	Estimated date of Contract Award

I. INTRODUCTION/SCOPE OF WORK

The Franklin Regional Council of Governments (FRCOG) is administering this procurement on behalf of schools and towns in Franklin, Hampshire, and Hampden Counties who desire to have a group contract for Fire Alarm and Sprinkler System Testing (herein also called "Participants").

Scope of Work:

The following services must be provided at a minimum (if building has the functionality/equipment) plus any other services required by NFPA 72 and 25's most current standards as may be updated during the course of the contract:

ANNUALLY:

- ✓ Fire Alarm Test
 - ✓ Test Fire Panel, Batteries, Zones, Troubleshoot
 - ✓ Functional Test of Power Supply
 - ✓ Verify Annunciator Operation
 - ✓ Functional Test of Digital Dialer
 - ✓ Functional Test of Pull Stations
 - ✓ Functional Test of Smoke Detectors
 - ✓ Heat Detector Test
 - ✓ Functional Test of Duct Detectors
 - ✓ Functional Test of Hood Connection
 - ✓ Functional Test of Door Holder
 - ✓ Test of Horn/Strobe
 - ✓ Test of Speaker/Strobe
 - ✓ Test Audible or Visual Signals
 - ✓ Provide NFPA 72 Documentation of all Tests
- ✓ An additional price is being sought for smoke detector cleaning (Smoke Detector Cleaning shall mean **disassembly of smoke detectors and cleaning of insides.**)

QUARTERLY:

Certain buildings require Sprinkler System Inspection and Testing per NFPA 25 and are indicated on the Information Sheet.

If a Participant's Insurance Company requires a different number of inspections per year, and the Participant wishes to change the frequency, pricing should be adjusted accordingly.

Any system repair or installation services will be secured separately from the contract awarded as part of this solicitation.

The contract resulting from this solicitation will be administered by the FRCOG, but all bills will be invoiced and paid directly by the Participant. The Contractor will be responsible for setting up and scheduling of appointments with the contacts listed.

A bidder does not have to bid on ALL Participants listed in this bid. It is desired that a bidder bid on all buildings in a school district or town for ease of contract administration. If a building requires Alarm and Sprinkler testing, the company must offer both services to bid on that entity.

II. CONTACT INFORMATION for each Participant is attached as Attachment A. Potential bidders may contact them or visit the buildings for further information regarding their systems. All questions about the solicitation or contract shall be directed to:

Andrea Woods, Chief Procurement Officer
12 Olive St. Suite 2
Greenfield, MA 01301
Email: bids@frcog.org PHONE 413-774-3167 X 104

III. CONTRACT TERM

The term of this contract **ends February 28, 2021** unless the FRCOG exercises its option to extend for up to two additional one year terms. The ultimate end date shall be February 28, 2023.

IV. LIMITATIONS OF THIS CONTRACT

The intent of this solicitation is for NFPA 72 and 25 alarm and sprinkler testing services only and smoke detector cleaning if chosen as an add-on. Additional repairs or installations may be undertaken directly between the entities and the selected contractor under separate agreement. All provisions of MGL Ch 149 will apply to those projects and bids will be required for projects estimated at more than \$10,000.

V. QUALIFICATIONS / SUBCONTRACTORS

Inspectors must be trained and properly licensed in Massachusetts by the Board of Electrical Examiners (including UL Certification) and must be able to perform all work required in the specification. Evidence of registration/licensure may be required to be filed at the time of contract signing. If requested by the entity, the tester may be asked to show their license and have it copied for school/town records. The contractor shall not subcontract or sublet any portion of the work without the approval of the FRCOG.

VI. AWARD OF CONTRACT

The FRCOG reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder. If bidder has not performed a contract with the FRCOG, three references are requested and a form is provided in the Attachments. Investigations may be conducted as deemed necessary to assist in the evaluation of any bid and to satisfactorily establish the qualification and capacity of the bidder to do the work. The right is reserved to reject the bid of any bidder who does not satisfactorily pass any such evaluation. This bid is being undertaken under MGL Ch30B, and as such, the lowest price bid from a responsible and responsive bidder will be awarded the contract. In the case of lower prices offered for individual entities by different contractors, **more than one contract may be awarded.**

VII. SIGNING OF CONTRACT

After the award is made, the bidder will be required to execute a contract substantially in accord with the sample contract which is attached as an Exhibit to this bid specification.

VIII. TERMINATION

The FRCOG reserves the right to terminate this contract or services whenever it deems that the Contractor is in violation of laws, regulations and/or provisions of this Contract. Termination without cause may be given with at least thirty (30) days written notice. Payment by the Participant(s) will be made for work performed up to the notification date.

IX. PAYMENT FOR SERVICES

Per MGL Ch7 §22B which allows for Cooperative and Collective Bids, each Participant shall be solely responsible for payment of invoices due to the contractor for work ordered and received. Contractors should submit invoices directly to the Participant and expect payment within 30 days after receipt of the

invoice. Awarded contractors are expected to follow all guidelines for contractors for each entity regarding invoicing and also access to property.

X. CONTRACTOR'S INSURANCE AND INDEMNITY

The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All policies issued shall indemnify and save harmless the Franklin Regional Council of Governments, the Participants and their agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract.

Insurance limit requirements are specified in the Contract.

XI. TAXES

State taxes will be excluded from all bids. The Participants shall provide their exemption certificate number(s) to the contractor, if requested.

XII. SEPARATE CONTRACTS

This is not an exclusive contract to provide services or materials to the Participant. The Participants reserve the right to contract for similar services such as new alarm installations or repairs separately. Pre-existing contracts will not be voided by this agreement. If a Participant has an existing agreement that will end during the contract period, they shall be allowed to join this cooperative contract at that time.

XIII. WORK SCHEDULE / CAPACITY/ ACCESS

The Contractor shall commence work when requested by the Participant. Work schedules may need to accommodate school schedules and/or town hall office hours. The Participant shall make accommodations for the testing personnel to access secure areas or areas needing to be reached by ladder. It is expected that the **awarded contractor will make a contact phone call or visit to the contact person listed on the contract to arrange for the first visit and ascertain information for account / billing purposes.**

ALL Visits for inspections must be pre-arranged with the Participant. Do not show up unannounced for inspections/maintenance.

XIV. RATES

The bid rate shall be for an annual fire alarm system test for all alarms in the building as of the date of the bid opening. If additional alarms are added in the building during the course of the contract, the amount quoted for "additional alarm" will be added. The bid rate shall also include quarterly fire sprinkler testing if the building is listed as "Sprinklered" on the information sheet.

Mark Up on replacement supplies like batteries and hoses/parts must be charged to the town at No More Than 15% markup from the company's prices.

XIX. REQUIRED SUBMITTALS

The following properly signed documents must be submitted with your bid:

Bid Form plus Attachments B-F

Attachment A:

CONTACT AND LOCATION INFORMATION

It is the responsibility of the Contractor to determine the inspection and testing needs at each building prior to bidding in order to make an informed Bid.

School Districts

PIONEER VALLEY REGIONAL SCHOOL DISTRICT

is this building Sprinklered?

Northfield Elementary School
104 Main Street
Northfield, MA 01360

NO

Bernardston Elementary School
37 School Road
Bernardston, MA 01337

YES

Warwick Community School
41 Winchester Road
Warwick, MA 01378

THIS SCHOOL IS SLATED FOR POTENTIAL CLOSURE ON JUNE 30, 2020
PLEASE CHECK WITH FACILITIES MANAGER BEFORE SCHEDULING.

YES

Pioneer Valley Regional School
97 F. Sumner Turner Road
Northfield, MA 01360

YES

Contact District Facility Manager Kevin Seaman: 413-498-2911 x 119

HAWLEMONT REGIONAL SCHOOL DISTRICT

is this building Sprinklered?

Hawlemont Regional School
10 School Street
Charlemont, MA 01339

NO

Contact Director of School Facilities Robin Pease: rpease@mtrsd.org

FRANKLIN COUNTY TECHNICAL SCHOOL

is this building Sprinklered?

82 Industrial Blvd
Turners Falls, MA 01376

NO but they have 3 Individual Suppression Systems

Contact Director of School Facilities James Mazeski: 413-863-9561

FRONTIER REGIONAL SCHOOL AND UNION #38 SCHOOL DISTRICT**is this building Sprinklered?**

Frontier Regional High School
113 North Main Street
South Deerfield, MA 01373

YES

Conway Grammar School
24 Fournier Road
Conway, Ma 01341

NO

Deerfield Elementary School
21 Pleasant Street
South Deerfield, Ma 01373

YES

Sunderland Elementary School
1 Swampfield Drive
Sunderland, Ma 01375

YES

Whately Elementary School
273 Long Plain Road
Whately, Ma 10193

YES

Contact Director of School Facilities William Hildreth: 413-665-2118 OR 413-522-1242**MOHAWK TRAIL REGIONAL SCHOOL DISTRICT****is this building Sprinklered?**

Buckland Shelburne Elementary
75 Mechanic St
Shelburne Falls, MA 01370

NO

Mohawk Trail High School
26 Ashfield Road
Shelburne Falls, MA 01370

NO

Colrain Central School
22 Jacksonville Road
Colrain, MA 01340

NO

Sanderson Academy
808 Cape Street
Ashfield, MA 01330

NO

Contact Director of School Facilities Robin Pease: rpease@mtrsd.org

Towns including Town Halls, Highway Facilities, and Libraries

TOWN OF BLANDFORD	is this building SPRINKLERED?
Blandford Town Hall 1 Russell Stage Road Blandford, MA 01008	YES
Contact Joshua Garcia, Town Administrator: 413-848-4279, or administrator@townofblandford.com	

TOWN OF BUCKLAND	is this building SPRINKLERED?
Buckland Town Hall 17 State Street-Buckland Shelburne Falls, MA 01370	YES
Contact Heather Butler, Town Administrator 413-625-6330 x5, or twnadmin@town.buckland.ma.us	
Buckland Public Library 30 Upper Street Shelburne Falls, MA 01370	YES
Contact Jane Buchanan, Director 413-625-9412, or jbuchanan@cwmares.org	
TOWN OF BUCKLAND (cont'd)	
Buckland Highway Garage 2 Sears Street Buckland, MA 01370 (this is a brand new building)	YES
Contact Steve Daby, Highway Director 413-625-2367, or bucklandhwy@town.buckland.ma.us	

TOWN OF CHARLEMONT	is this building Sprinklered?
Fire/Ambulance Station 5 Factory Road	NO
Town Hall 157 Main Street Charlemont, MA 01339	NO
Contact Kathy Reynolds 413-339-4335 x 7	

TOWN OF GILL	Is this building Sprinklered?
Riverside Building, Four Winds School 54 French King Highway	NO
Town Hall 325 Main Road	NO
Public Safety Complex 196 Main Road	NO

Slate Memorial Library
332 Main Road

NO

All Gill, MA 01354

Contact Ray Purington: 413-863-9347, or administrator@gillmass.org

TOWN OF GRANVILLE

	Is this building Sprinklered?
Granville Village School 409 Main Road	NO

Town Hall 707 Main Road	NO
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Granville Library 2 Granby Road	NO
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All Granville, MA 01008

Contact Doug Roberts, DPW Supt: 413-455-4446, or dpwsuper@townofgranville.org

TOWN OF HEATH

	Is this building Sprinklered?
Community Hall/Sr Center 1 West Main St	NO

Sawyer Hall/Town Hall 1 E Main St	NO
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Town Garage/Fire Dept 123 Branch Rd	NO
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Heath Elementary School 18 Jacobs Rd	NO
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All Heath, MA 01346

Contact Hilma Sumner: 413-337-4934 x0

TOWN OF HUNTINGTON

	Is this building Sprinklered?
Town Hall 24 Russell Rd.	NO

Stanton Hall 26 Russell Rd	NO
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All Huntington, MA 01050

Contact Helen Speckels or Jennifer Peloquin / admin@huntingtonma.us **or 413-512-5200**

TOWN OF LEYDEN**Is this building Sprinklered?**

Town Hall
16 West Leyden Rd. NO

Town Offices
7 Brattleboro Road NO

All Leyden, MA 01373

Contact Michele Giarusso, Town Coordinator at 413-774-4111 x1

TOWN OF MONTAGUE**Is this building Sprinklered?**

Town Hall
1 Avenue A NO

Shea Theater
71 Avenue A YES

Colle Building
85 Avenue A YES

Police Station
180 Turnpike Road YES

Water Pollution Control Facility
34 Greenfield Road YES

Carnegie Library
201 Avenue A NO

All Turners Falls, MA 01376

Contact Matthew Cadran - 413-773-8865

TOWN OF NEW SALEM**Is this building Sprinklered?**

Stowell Building
19 South Main Street NO

Old Academy Building
5 Academy Drive NO

Town Hall
15 South Main Street NO

All New Salem, MA 01355

Contact Nancy Aldrich Town Administrator - 978-544-6438 or newsalemwendell@gmail.com

TOWN OF NORTHFIELD**Is this building Sprinklered?**

Town Hall
69 Main Street NO – but there is an Ansell System in the Kitchen

Dickinson Memorial Library
115 Main St. NO

All Northfield, MA 01360

Contact Sam Stevens, Facilities Dept 413-800-2516 or maintenance@northfieldma.gov

TOWN OF ORANGE**Is this building Sprinklered?**

Armory – 1335 E Main St.	NO
Fire Station – 18 Water St.	NO
Tully Fire Station – 50 Millyard Rd., No. Orange	NO
Hwy Dept – 526 E. River St.	NO
Moore-Leland Library - 172 Athol Rd., No. Orange	NO
Wheeler Memorial Library- 49 E. Main St.	NO
Town Hall, 6 Prospect St.	NO
Police Station - 400 E. River St.	NO
Orange Recycling Ctr - Jones St.	NO
Airport – 80 Airport Rd.	NO
Butterfield School - 94 So Main St.	NO
Water Dept Office - 16 W Myrtle St.	NO
Cemetery Dept – 585 S. Main St.	NO
Wastewater Treatment Plant – 295 West Main St.	NO
Dexter Park School – 75 Dexter St.	NO
Fisher Hill School – 59 Dexter St.	YES
Mahar Regional High School – 507 S. Main St.	YES

All Orange, 01364

Contact Gabriele Voelker, 978-544-1100 gvoelker@townoforange.org

TOWN OF ROWE**Is this building Sprinklered?**

Town Hall
321 Zoar Road NO

Town Library
318 Zoar Road NO

Gracy House
325 Zoar Road NO

All Rowe, MA 01367

Contact Janice Boudreau 413-339-5520 x11 or admin@rowe-ma.gov

TOWN OF SHELBURNE**Is this building Sprinklered?**

Memorial Hall
51 Bridge Street

NO

Arms Library
Bridge and Main Street

NO

Cowell Gymnasium
51 Maple Street

NO

All Shelburne, MA 01370

Contact Terry Narkewicz 413-625-0300 x1 or Townadmin@townofshelburnema.gov

TOWN OF WENDELL**Is this building Sprinklered?**

Wendell Library
7 Wendell Depot Road
Addt'l contact person Rosie Heidkamp Library Director 978-544-3559

NO

Wendell Town Office Building
9 Morse Village Road

NO

Wendell Fire Station/Highway Garage
Jackie Lane
Add't contact person Joe Cuneo Fire Chief at 413-768-8489

NO

All Wendell, MA 01379

Contact Nancy Aldrich 978-544-3395 X100 for Building Access to all buildings



Franklin Regional Council of Governments

Invitation for Bids Fire Alarm/Sprinkler System Testing – Multiple Participants IFB 20200219

ADDENDUM 1

Addendum 1 adds buildings for the TOWN OF ERVING and makes an adjustment to the buildings for the Town of Orange.

Other provisions of the IFB remain unchanged. Please use ADDENDUM 1 BID FORM when you submit your bid and note the

Attachment A REVISED ADDENDUM 1: CONTACT AND LOCATION INFORMATION

Please find additional systems for TOWN OF ERVING and an adjusted list for the TOWN OF ORANGE
It is the responsibility of the Contractor to determine the inspection and testing needs at each building prior to bidding in order to make an informed Bid.

Towns including Town Halls, Highway Facilities, and Libraries

TOWN OF ERVING	is this building SPRINKLERED?
Erving Elementary School 28 Northfield Road	YES
Senior Center and Community Center 1 Care Drive	YES
Public Library 2 Care Drive	YES
Fire Station 2 18 Moore Street	NO
Police Station 71 French King Highway	NO
Fire Station 1 10 East Main St	NO

Town Hall 12 East Main Street All Erving, Ma 01344 Contact Chief Phillip Wonkka: phillip.wonkka@erving-ma.gov	NO
--	----

For Orange – Please note the REMOVAL of Police Station and Butterfield School, the additional information on sprinklers for Fire Station and Recycling Center and a new contact person (Fire Chief)

TOWN OF ORANGE	Is this building Sprinklered?
Armory – 1335 E Main St.	NO
Fire Station – 18 Water St.	YES
Tully Fire Station – 50 Millyard Rd., No. Orange	NO
Hwy Dept – 526 E. River St.	NO
Moore-Leland Library - 172 Athol Rd., No. Orange	NO
Wheeler Memorial Library- 49 E. Main St.	NO
Town Hall, 6 Prospect St.	NO
Police Station – 400 E. River St.	NO – remove this building
Orange Recycling Ctr - Jones St.	YES
Airport – 80 Airport Rd.	NO
Butterfield School – 94 So Main St.	NO – remove this building
Water Dept Office - 16 W Myrtle St.	NO
Cemetery Dept – 585 S. Main St.	NO
Wastewater Treatment Plant – 295 West Main St.	NO
Dexter Park School – 75 Dexter St.	NO
Fisher Hill School – 59 Dexter St.	YES
Mahar Regional High School – 507 S. Main St. All Orange, MA 01364	YES
Contact Fire Chief Jim Young at JYoung@townoforange.org	



Franklin Regional Council of Governments

Invitation for Bids
Fire Alarm/Sprinkler System Testing – Multiple Participants
~~IFB-20200219~~
NEW IFB# 20200304

ADDENDUM 2

Addendum 2 changes the IFB number, adds the Athol Royalston Regional School District, removes certain buildings in Orange and Buckland, extends the deadline for the bid and the start of the contract, changes the rule for award to take into consideration labor rates, and adds fire pump testing to those buildings who require them with their sprinkler systems. Changes are clearly enumerated below:

*The bid deadline date has changed:
FROM 2/19/2020 at 2PM
TO 3/4/2020 at 2PM

*The contract dates are adjusted to APRIL 1, 2020 through FEBRUARY 28, 2021 with option to renew two additional one year terms.

*Bidder will provide Hourly Service Rates as requested on the Bid Form

*Equipment Markup Over Cost is Maximum 20%

*An additional cost to test any Fire Pump that is appurtenant to a Fire Sprinkler System is requested at a per unit price at the end of the updated bid sheet.

*The rule for award in determining the LOW Price for each entity will be as follows:
Total cost per year plus 5 hrs regular labor (7 am-4pm weekdays)
plus 5 hours Emergency/Overtime/Sunday rates (FRCOG will average if needed)
plus 5 x any emergency service charge rate.

*See updated Buildings List

Other provisions of the IFB remain unchanged. Please use ADDENDUM 2 BID FORM when you submit your bid.

Attachment A

REVISED ADDENDUM 2:

CONTACT AND LOCATION INFORMATION

Please find an adjusted list adding ATHOL/ROYALSTON DISTRICT for SCHOOL and adjusting for the TOWNS OF ORANGE and BUCKLAND

For BUCKLAND, remove the Highway Garage which is already under contract by the recent installer.

For Orange – Please note the REMOVAL of ALL ELEMENTARY SCHOOLS which are already under contract.

ATHOL/ROYALSTON REGIONAL SCHOOL DISTRICT	Is this building Sprinklered?
Athol Elementary – 1064 Pleasant St., Athol, MA	YES
Athol High School – 2363 Main St., Athol, MA	YES
Athol Middle School – 1062 Pleasant St., Athol, MA	YES
Royalston Community School, 96 Winchendon St. Royalston, MA	YES
Contact Person: Bob Rouleau brouleau@arrsd.org or 978-821-3253	

TOWN OF ORANGE	Is this building Sprinklered?
Armory – 1335 E Main St.	NO
Fire Station – 18 Water St.	YES
Tully Fire Station – 50 Millyard Rd., No. Orange	NO
Hwy Dept – 526 E. River St.	NO
Moore-Leland Library - 172 Athol Rd., No. Orange	NO
Wheeler Memorial Library- 49 E. Main St.	NO
Town Hall, 6 Prospect St.	NO
Police Station – 400 E. River St.	NO – remove this building
Orange Recycling Ctr - Jones St.	YES
Airport – 80 Airport Rd.	NO
Butterfield School – 94 So Main St.	NO – remove this building
Water Dept Office - 16 W Myrtle St.	NO

Cemetery Dept – 585 S. Main St.

NO

Wastewater Treatment Plant – 295 West Main St.

NO

~~Dexter Park School – 75 Dexter St.~~

~~NO~~ remove this building

~~Fisher Hill School – 59 Dexter St.~~

~~YES~~ remove this building

Mahar Regional High School – 507 S. Main St.
All Orange, MA 01364

YES

Contact Fire Chief Jim Young at JYoung@townoforange.org

BID FORM

Formerly IFB 20200219 now IFB 20200304 ADDENDUM 2

To the Awarding Authority:

Bidder certifies that they are properly licensed and trained to provide ANNUAL FIRE ALARM and QUARTERLY SPRINKLER TESTING SERVICES (with appurtenant fire pump systems testing if applicable) TO MEET CURRENT NFPA REQUIREMENTS and will do so at the following cost which will not be increased for the two additional renewal years, if elected. Mark Up on Equipment/Disposables/Parts may not be more than 15% from the bidder's cost. Bidder may supply a bid on only certain Participants, but they must service ALL the buildings for that Participant:

Bid Price/Year

ATHOL/ROYALSTON REGIONAL SCHOOL DISTRICT

Athol Elementary School

\$ 1863 /year

Athol High School

\$ 994 /year

Athol Middle School

\$ 1264 /year

Royalston Community School

\$ 994 /year

TOTAL PER YEAR FOR PIONEER DISTRICT:

\$ 5115 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

Bid Price/Year

PIONEER VALLEY REGIONAL SCHOOL DISTRICT

Northfield Elementary School

\$ 268 /year

Bernardston Elementary School

\$ 1436 /year

Warwick Community School

\$ 1175 /year

Pioneer Valley Regional School

\$ 1857 /year

TOTAL PER YEAR FOR PIONEER DISTRICT:

\$ 4736 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

FRANKLIN COUNTY TECHNICAL SCHOOL

TOTAL PER YEAR FOR FCTS:

\$ 804 /year

\$ 804 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

FRONTIER REGIONAL UNION #38 SCHOOLS

Deerfield Elementary School

\$ 1730 /year

Whately Elementary School

\$ 1690 /year

Sunderland Elementary School

\$ 1520 /year

Conway Grammar School	\$ <u>390</u> /year
Frontier Regional High School	\$ <u>2600</u> /year
TOTAL PER YEAR FOR FRONTIER UNION #38:	\$ <u>7930</u> /YEAR
(Cost per additional alarm, if added after 3/1/2020:	\$ _____ /alarm)

TOWN OF BLANDFORD

Town Hall	\$ <u>1060</u> /year
TOTAL PER YEAR FOR BLANDFORD BUILDINGS:	\$ <u>1060</u> /YEAR
(Cost per additional alarm, if added after 3/1/2020:	\$ _____ /alarm)

TOWN OF BUCKLAND

Town Hall	\$ <u>1132</u> /year
Public Library	\$ <u>1175</u> /year
TOTAL PER YEAR FOR BUCKLAND BUILDINGS:	\$ <u>2307</u> /YEAR
(Cost per additional alarm, if added after 3/1/2020:	\$ _____ /alarm)

TOWN OF CHARLEMONT

Fire/Ambulance Station	\$ <u>200</u> /year
Town Hall	\$ <u>343</u> /year
TOTAL PER YEAR FOR CHARLEMONT BUILDINGS:	\$ <u>543</u> /YEAR
(Cost per additional alarm, if added after 3/1/2020:	\$ _____ /alarm)

TOWN OF ERVING

Elementary School	\$ <u>1060</u> /year
Senior and Community Center	\$ <u>1512</u> /year
Public Library	\$ <u>900</u> /year
Fire Station 2	\$ <u>130</u> /year
Police Station	\$ <u>260</u> /year
Fire Station 1	\$ <u>130</u> /year
Town Hall	\$ <u>200</u> /year
TOTAL PER YEAR FOR ERVING BUILDINGS:	\$ <u>4192</u> /YEAR
(Cost per additional alarm, if added after 3/1/2020:	\$ _____ /alarm)

TOWN OF GILL

Town Hall \$ 200 /year
Public Library \$ 150 /year
Public Safety Complex \$ 300 /year
Riverside Municipal Building (Four Winds School) \$ 200 /year

TOTAL PER YEAR FOR GILL BUILDINGS:

\$ 850 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF GRANVILLE

Village School \$ 500 /year
Town Hall \$ 200 /year
Granville Library \$ 150 /year

TOTAL PER YEAR FOR GRANVILLE BUILDINGS:

\$ 850 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF HEATH

Town Hall/ Sawyer Hall \$ 231 /year
Community Hall / Sr. Center \$ 214 /year
Town Garage/Fire Department \$ 137 /year
Heath Elementary School \$ 643 /year

TOTAL PER YEAR FOR HEATH BUILDINGS:

\$ 1225 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF HUNTINGTON

Town Hall \$ 235 /year
Stanton Hall \$ 180 /year

TOTAL PER YEAR FOR HUNTINGTON BUILDINGS:

\$ 415 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF LEYDEN

Town Hall \$ 200 /year
Town Offices \$ 250 /year

TOTAL PER YEAR FOR LEYDEN BUILDINGS:

\$ 450 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF MONTAGUE

Town Hall	\$ <u>300</u> /year
Shea Theater	\$ <u>1000</u> /year
Colle Building	\$ <u>1100</u> /year
Police Station	\$ <u>1269</u> /year
WPCF	\$ <u>979</u> /year
Carnegie Library	\$ <u>212</u> /year

TOTAL PER YEAR FOR MONTAGUE BUILDINGS:

\$ 4860 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF NEW SALEM

Stowell Building	\$ <u>151</u> /year
Town Hall	\$ <u>155</u> /year
Old Academy Building	\$ <u>129</u> /year

TOTAL PER YEAR FOR NEW SALEM BUILDINGS:

\$ 435 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF NORTHFIELD

Town Hall	\$ <u>400</u> /year
Dickinson Library	\$ <u>200</u> /year

TOTAL PER YEAR FOR NORTHFIELD BUILDINGS:

\$ 600 /YEAR

TOWN OF ORANGE

Armory – 1335 E Main St.	\$ <u>209</u> /year
Fire Station – 18 Water St.	\$ <u>850</u> /year
Tully Fire Station – 50 Millyard Rd., No. Orange	\$ <u>150</u> /year
Hwy Dept – 526 E. River St.	\$ <u>850</u> /year
Moore-Leland Library - 172 Athol Rd., No. Orange	\$ <u>150</u> /year
Wheeler Memorial Library- 49 E. Main St.	\$ <u>150</u> /year
Town Hall, 6 Prospect St.	\$ <u>268</u> /year
Orange Recycling Ctr - Jones St.	\$ <u>150</u> /year
Airport – 80 Airport Rd.	\$ <u>150</u> /year

Water Dept Office - 16 W Myrtle St.

\$ 150 /year

Cemetery Dept – 585 S. Main St.

\$ 150 /year

Wastewater Treatment Plant – 295 West Main St.

\$ 150 /year

Mahar Regional High School – 507 S. Main St.

\$ 4840 /year

TOTAL PER YEAR FOR ORANGE BUILDINGS:

\$ 8217 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF ROWE

Town Hall

\$ 215 /year

Town Library

\$ 146 /year

Gracy House

\$ 167 /year

TOTAL PER YEAR FOR ROWE BUILDINGS:

\$ 528 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF SHELBURNE

Memorial Hall

\$ 375 /year

Arms Library

\$ 215 /year

Cowell Gymnasium

\$ 267 /year

TOTAL PER YEAR FOR SHELBURNE BUILDINGS:

\$ 857 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

TOWN OF WENDELL

Town Offices

\$ 239 /year

Town Library

\$ 283 /year

Fire Station/Highway Garage

\$ 177 /year

TOTAL PER YEAR FOR WENDELL BUILDINGS:

\$ 699 /YEAR

(Cost per additional alarm, if added after 3/1/2020:

\$ _____ /alarm)

Price for Add-On if Desired by Participant:

Cost to add Smoke Detector Cleaning to Scope of Services

\$ 10.00 /ea. detector

Smoke Detector Cleaning Requires Disassembly and Cleaning of Inside of Detector

New in Addendum 2

Price for Add-On if Desired by Participant:

Cost to add Fire Pump Testing for Sprinkler to Scope of Services

\$ 1200.00 /ea. pump

Fire Pump Testing for Sprinkler System per Quarterly NFPA Standards

HOURLY SERVICE RATES are as follows

Regular Business Hours (7am-4pm)

\$ 130 /hr.

Emergency / Overtime Rates / Sunday Rates


\$ 195 /hr.

Service Charge for Emergency Call?

\$ 100

The rates above will be factored into the bid award to determine the Low Bid for each entity.

Equipment Markup Over Cost is Maximum 20%

☒ 
(Authorized Signature)

Are You An Approved Bidder for These Services on Any Other Massachusetts Collective/Consortium Bid?

If so, list here along with the contract number and your vendor number:

NOTE HERE ANY RESTRICTIONS/COMMENTS REGARDING THE ABOVE PRICING. CONDITIONAL BIDS MAY BE REJECTED IF NOT IN THE BEST INTEREST OF THE PARTICIPANT(S):

BID SIGNATURE FORM IFB 2020304

*A CONTRACT FOR THE ENTIRE PARTICIPANT GROUP IS DESIRED. HOWEVER, FRCOG RESERVES THE RIGHT TO AWARD BASED ON LOW PRICE FOR EACH PARTICIPANT SEPARATELY IF IT'S IN THEIR BEST INTEREST TO DO SO.

*PRICE PER YEAR MUST BE AVAILABLE FOR YEARS TWO AND THREE OF THE CONTRACT IF THE FRCOG EXERCISES THEIR OPTION TO EXTEND THE CONTRACT.

* A CONTRACTOR MAY BID ON A PORTION OF THE CONTRACT IF THEY DO NOT HAVE THE CAPACITY TO SERVICE THE ENTIRE PARTICIPANT GROUP.

*IT IS THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE THE NEEDS OF EACH PARTICIPANT TO PROVIDE ALL OF THE SPRINKLER AND FIRE ALARM TEST AND INSPECTION SERVICES AS REQUIRED.

☒ J. Dunphy
AUTHORIZED SIGNATURE OF BIDDER

2/26/20
DATE

Jennifer Dunphy, General Manager
Printed name and Title

Fire Equipment Inc.
COMPANY NAME

62 Gold St
ADDRESS

jdunphy@feinewengland.com
EMAIL ADDRESS

Agawam, MA 01001
ADDRESS

413-734-6500
PHONE NUMBER

If you have received Addenda to this bid, circle the Addendum Number and note the Addendum date.

1

2

3

4

ATTACHMENT B

CERTIFICATION OF ELIGIBILITY

Fire Equipment Inc. hereby certifies that it is not included on the Commonwealth of Mass or U.S. Comptroller General's Debarred Bidders List. The Proposer certifies to the best of its knowledge and belief that it and its principals

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any State or Federal department or agency.
- B. Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.
- D. Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

✓ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: 2-20-2020 Printed Name Jennifer Dunphy
SIGNATURE: ☒ J. Dunphy
TITLE: General Manager

ATTACHMENT C

CERTIFICATE of NON-COLLUSION and TAX COMPLIANCE

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.

I also certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Fire Equipment Inc

Address: 62 Gold St

Aquinn, MA 01001

Signature of Individual Signing

Bid, or Corporate Officer: ☒



Telephone Number: 413-734-6500

Date: 2/26/2020

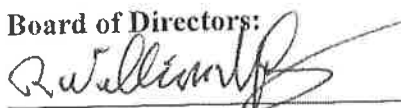
FIRE EQUIPMENT, INC.
Action of Board of Directors by Unanimous Written Consent

The undersigned, being the directors of Fire Equipment, Inc., (the "Company") entitled to vote on the action, hereby consent, pursuant to Section 8.21 of the Massachusetts Business Corporation Act, to the actions described in the following votes:

VOTED: To authorize Jennifer Dunphy to enter into various contracts with six schools in western Massachusetts on behalf of the Company to provide services to such schools.

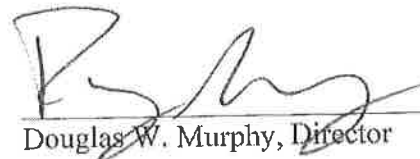
The undersigned directs that this Consent shall be effective as of the first date on which it has been executed by all of the directors entitled to vote and delivered to the Company in accordance with Section 8.21 of the Massachusetts Business Corporation Act. The undersigned further directs that this Consent shall be filed in the minute book of the Company with the minutes of the meetings of the directors. This written consent may be executed in one or more counterparts.

Board of Directors:

 2/26/2020
R. William Murphy, Chairman Date

 2/26/20
Kerryn L. Dowling, Director Date

 2/26/20
Brian K. Murphy, Director Date

 2/26/20
Douglas W. Murphy, Director Date

ATTACHMENT E

Taxpayer Identification Number (TIN) and Certification W-9

Fire Equipment, Inc.
Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation

☐ Limited liability company

Circle tax classification: **D** (disregarded entity) **C** (corporation) or **P** (partnership)

☐ Partnership

☒ Other S Corporation

20 Hall Street
Address (number, street, and apt. or suite no.)

Medford, MA 02155
City, State, and ZIP Code

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the IRS instructions on filling out Form W-9. For other entities, it is your employer identification number (EIN).

SSN: do not entire on public document. Contact FRCOG if no EIN available.

EIN: 04-2037634

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person ☒ 

Date: 2/26/2020

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FIRE EQUIPMENT, INC.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 20 Hall Street		Requester's name and address (optional)
6 City, state, and ZIP code Medford, MA 02155		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
0	4		-	2	0	3	7	6	3	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Katherine M. Davis

Date

January 30, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley (WW) Insurance Corp. of MA PO Box 549 Providence, RI 02901-0549		CONTACT NAME: Liz Basile PHONE (A/C, No, Ext): 781 320-9660 E-MAIL ADDRESS: L.Basile@starshep.com FAX (A/C, No): 781-320-9901															
INSURED Fire Equipment, Inc. 20 Hall Street Medford, MA 02155-6319		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Ins Co (All Risks)</td> <td>10120</td> </tr> <tr> <td>INSURER B : Everest Indemnity Ins Co (All Risks)</td> <td>10851</td> </tr> <tr> <td>INSURER C : Selective Ins Co of South Carolina</td> <td>11867</td> </tr> <tr> <td>INSURER D : Arbella Protection Insurance Company</td> <td>17000</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Ins Co (All Risks)	10120	INSURER B : Everest Indemnity Ins Co (All Risks)	10851	INSURER C : Selective Ins Co of South Carolina	11867	INSURER D : Arbella Protection Insurance Company	17000	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 <input checked="" type="checkbox"/> E & O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			51GL002908-191	12/31/2019	12/31/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1020089746	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$1,000			51CC000893-191	12/31/2019	12/31/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC9081980	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

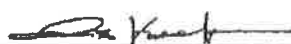
CERTIFICATE HOLDER

CANCELLATION

Fire Equipment, Inc.
 20 Hall Street
 Medford, MA 02155

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ATTACHMENT A

Fire Alarm Testing 3-4-2020		Company & Location: Fire Equipment Services Agawam, MA	
Bid # 20200304 Fire Alarm and Sprinkler Testing			
CONTRACT AWARD		Calculation of Bid Using Rule for Award	
I. Emergency surcharge if any	\$	100.00	
II. Emerg/Overtime/Sun Per Hour	\$	195.00	
III. Regular Labor Hour Per Hour	\$	130.00	
Equals 5xI plus 5xII plus 5xIII	\$	2,125.00	\$ -
SCHOOLS			
Athol Royalston School District			
Athol Elementary	\$	1,863.00	
Athol High School	\$	994.00	
Athol Middle School	\$	1,264.00	
Royalston Community School	\$	994.00	
Total - TESTING	\$	5,115.00	\$ 7,240.00
Additional Alarm	\$	-	
Smoke Detector Cleaning	\$	10.00	
Fire Pump Testing for Sprinkler	\$	1,200.00	
TOTAL			
Pioneer Valley School District			
Northfield Elementary	\$	268.00	
Bernardston Elementary	\$	1,436.00	
Warwick Community	\$	1,175.00	
Pioneer Valley Regional	\$	1,857.00	
Total - TESTING	\$	4,736.00	\$ 6,861.00
Additional Alarm	\$	-	
Smoke Detector Cleaning	\$	10.00	
Fire Pump Testing for Sprinkler	\$	1,200.00	
TOTAL			
Franklin Cty Tech School			
FCTS Building (TOTAL)	\$	804.00	\$ 2,929.00
Additional Alarm	\$	-	
Smoke Detector Cleaning	\$	10.00	
Fire Pump Testing for Sprinkler	\$	1,200.00	
TOTAL			
TOWNS			

Fire Alarm Testing 3-4-2020

Company & Location:
Fire Equipment Services
Agawam, MA

Bid # 20200304 Fire Alarm and Sprinkler Testing

CONTRACT AWARD

Calculation of
Bid Using Rule for Award

Town of Erving		
Elementary School	\$ 1,060.00	
Sr Center/Comm Center	\$ 1,512.00	
Public Library	\$ 900.00	
Fire Station 2	\$ 130.00	
Police Station	\$ 260.00	
Fire Station 1	\$ 130.00	
Town Hall	\$ 200.00	
Total - TESTING	\$ 4,192.00	\$ 6,317.00
Additional Alarm	\$ -	
Smoke Detector Cleaning	\$ 10.00	
Fire Pump Testing for Sprinkler	\$ 1,200.00	
TOTAL		