

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
CITY HALL, RM. 307,
36 COURT STREET, SPRINGFIELD, MA 01103

INVITATION FOR BID

Bid Number: 21-050, Price Agreement for Pierce Parts and Services

IFBs will be received at the Office of Procurement until 2:00 P.M. EST October 13, 2020 and will be logged in at that time. Bids received after the due date and time will be returned unopened and not considered.

Vendor must submit their bid response in a sealed envelope marked **“21-050, Price Agreement for Pierce Parts and Services”** including the Vendor’s name on the sealed envelope and opening date.

By: Raemarie Walker, Purchasing Agent

This proposed procurement is for: Pierce Parts and Services.

As requested by: **City of Springfield- Fire Department**

Acknowledge addenda number(s) _____, _____, _____, _____

This Proposal is submitted by: _____
(Company Name)

(Company Address)

signed by: _____
(Printed or Typed Name and Title)

_____/_____/_____
(Signature and Date)

Telephone Number: _____ **Fax Number** _____

E-mail: _____

**INVITATION FOR BIDS
PRICE AGREEMENT FOR PIERCE PARTS AND SERVICES
CITY OF SPRINGFIELD BID# 21-050**

PART I. GENERAL INFORMATION

1. The City of Springfield Massachusetts (the “City”) through its Fire Department and Fire Commissioner (“Fire”) is seeking bid responses from qualified vendors to purchase Pierce Parts and Services for various Fire Apparatus and Vehicles. The City of Springfield’s Fire Department Repair Division is responsible for the repair and maintenance of the Springfield Fire Departments fleet. To maintain and repair these vehicles the department requires a significant amount of parts. Vendors are to supply these parts to the Springfield Fire Department, Repair Division, at 1535 Roosevelt Ave, Springfield MA 01109. The resulting contract will allow great flexibility in the purchase of supplies.

2. This procurement is governed by Massachusetts General Laws Chapter 30B Section 5 and other procurement statutes.

A. AWARD AND BID SUBMISSION

1. The City will award a single contract to the most responsive and responsible bidder offering the lowest price for the supplies/services contemplated in this IFB.

i. A responsive bidder is one who promises to supply the specified supply and/or service and whose bid is properly and completely submitted.

ii. A responsible bidder is one who possesses the necessary resources, ability and integrity to fully perform the contract.

2. The Vendor must complete and submit their pricing on the Bid Pricing Form, attached as **Exhibit A**. Please do not alter the forms.

3. The awarded contract will be in a similar form as the Sample Contract attached to this IFB as **Exhibit B**. By submitting a bid, Vendor is accepting they will be bound to the terms and conditions as listed in **Exhibit B**.

4. The estimated value of the contract is not to exceed Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) annually. The City, under its sole discretion, has the option to renew for two (2) additional one (1) year term(s).

B. Questions regarding the IFB should be in writing and delivered via email or facsimile (413) 787-6295 to:

Office of Procurement
Attn: Raemarie Walker, Purchasing Agent

City Hall – Room 307
36 Court Street
Springfield, MA 01103
rwalker@springfieldcityhall.com

3. All inquiries related to the requirements must prominently refer to “**Bid #21-050 - “Price Agreement for Pierce Parts and Services”**”, and the opening date. All questions should be received by October 5, 2020 by 4:30 p.m. to permit the City’s responses to be sent to and received by all prospective Vendor(s).

4. Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Vendor(s) who have requested the bid documents from the Office of Procurement. Vendor should base responses only on the specifications including any addenda.

5. **PLEASE NOTE that all addenda must be acknowledged** either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Vendor must write the business name of the firm, sign the sheet and email it to rwalker@springfieldcityhall.com or fax it to (413-787-6295) and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by Massachusetts General Law Ch. 30B. Vendor(s) are advised to call the Office of Procurement (413-787-6284) before sending their bid responses to confirm that all addenda are accounted for.

6. The Vendor understands that the following documents included in this bid must be included in the Vendor’s response to this bid. If Vendor fails to provide all documents requested below, the bid cannot be considered and will be rejected.

7. The following documents require responses and must be included in the *sealed* bid response package (“**Required Documents**”):

- (1) **Price Agreement Form (Cover Sheet) Completed and Signed**
- (2) **Exhibit A, Pricing Sheet (2 Sheets)**
- (3) **Exhibit B, Sample Contract and General Conditions (included for Bidder review only, not for bid submission)**
- (4) **Non-Collusion Statement**
- (5) **Tax Certification Affidavit Signed & Notarized**
- (6) **Affirmative Action Plan Completed & Signed**
- (7) **Submit One (1) Original and One (1) Copy of Bid**
- (8) **Acknowledgement of all addenda if issued**
- (9) **Contact Information**
- (10) **All required information as detailed in the specifications**

8. Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt. Bidder forms

shall be completed in ink, computer or by typewriter. Review your bid response carefully to be sure all requirements are included. The City must reject an incomplete bid response per Massachusetts General Law Ch. 30B. If you have any questions about bid submission requirements please call Procurement (413-787-6284).

9. **Bidders are required to submit one (1) original Bid Response and one (1) hard copy**, sealed and marked on the outside of the package “**Bid #21-050 - “Price Agreement for Pierce Parts and Services”**” must be sent to the Office of Procurement, 36 Court Street, Room 307, Springfield, MA 01103 Attn: Raemarie Walker, Purchasing Agent.

10. A Bidder may correct, modify or withdraw its proposal by written notice received by the City and the address specified above prior to the time and date specified for receipt of bids. After such time, a Bidder may not change its proposal in a manner prejudicial to City or fair competition. All submitted Bid pricing will be held firm by the City for a period of not less than Ninety (90) days.

11. Bid responses must be received by **2:00 PM (EST) on October 13, 2020**. Bid responses received after due time will **not** be accepted. The Bid shall be delivered to the address below:

The Office of Procurement
 City of Springfield
 Attention: Raemarie Walker, Purchasing Agent
 36 Court Street, Room 307
 Springfield, MA 01103

12. Bid responses delivered to any other office or location will be rejected as non-responsive. If at the time of the scheduled IFB opening, City Hall or the Procurement Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the IFB opening will be postponed until 2:00 p.m. on the next normal business day. IFBs will be accepted until that date and time.

13. **Updated Bid Opening Procedure**. Bids will be opened in the Office of Procurement at 2:00 P.M. on 10/13/20 via teleconference. The call in number is (413) 784-4951. The participant code is 312372#. City Hall is closed to the public without an appointment. The City is still accepting mail and package for drop off in the back of City Hall (Pynchon Street Side).

EVENT	DATE
SOLICITATION: RELEASE DATE	September 28 th , 2020
DEADLINE FOR SUBMISSION OF WRITTEN QUESTIONS TO CITY OF SPRINGFIELD – OFFICE OF PROCUREMENT	October 5 th , 2020 4:30 P.M. EST (rwalker@springfieldcityhall.com)

OFFICIAL ANSWERS PUBLISHED (ESTIMATED)	October 7 th , 2020, 4:30 P.M. EST
SOLICITATION CLOSE DATE / SUBMISSION DEADLINE	October 13 th , 2020, 2:00 P.M. EST
CONTRACT(S): ESTIMATED CONTRACT START DATE	No later than November 1 st , 2020

PART II. SCOPE OF SERVICES

A. Purpose

1. The intent of this IFB is to result in a contract that will enable the Springfield Fire Department to meet its needs to purchase Pierce Parts, or equal to (which the City will make that determination if it arises), on an on-call and as-needed basis. Prices with any other method of pricing will not be considered. (Exhibit A Pricing Sheet)
2. The City of Springfield reserves the right to add mutually agreed upon items/services at any time during the life of the contract(s). The City is not required to purchase any goods or services under this contract.
3. Bidders must identify in their bid response a Contract Manager to be the contact person responsible for contract compliance during the term of the resulting contract. This contract manager will remain as liaison as long as the City deems that person capable of supporting the awarded contract.

B. Delivery & Services

1. All prices to this bid are to include delivery to:

Springfield Fire Department
Repair Division
1535 Roosevelt Avenue
Springfield, MA 01109

2. No charges for delivery, drayage, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by Fire. Delivery of items ordered will be required within 48 hours from initial order unless otherwise mutually agreed upon by the requesting department and the Vendor. In addition to all other rights and remedies, the City reserves the right to reject items delivered late.
3. Vendor shall retain title to merchandise until accepted by Fire at the place designated for delivery. Contractor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to the Fire for any loss thereby incurred.

4. All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Contractor at no cost to Fire. All products delivered to ordering departments will be new and in unopened cases or boxes. Shipments must have an itemized packing slip.

5. The City department that is making the purchase is to establish ordering procedures with the awarded vendor. No order is valid until the vendor receives a Department-authorized Purchase Order Number.

6. All products must be delivered and unloaded in-house or on-site to the location at the contractor's risk with all charges for transportation and unloading prepaid by the contractor. Product delivery is to be made via the contractor's vehicles or common carrier.

7. If an item is out of stock, the contractor must make every effort to supply the ordered item within the original timeframe. If such arrangements cannot be made, the contractor must make every effort to have the item delivered as soon as possible

C. Warranty

1. The vendor shall act as the manufacturer's agent for all warranty issues. Vendor must honor/provide warranties on all parts and labor, as described by Pierce.

2. All items purchased shall carry a standard manufacturer warranty.

3. The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of the product.

III. MINIMUM CRITERIA

1. Bidder must respond no more than 24 hours after initial call from Fire for Service.

A. The award will be made to the lowest responsive and responsible bidder who is capable of supplying goods set forth in this Price Agreement document and who submit the lowest prices. Each bid will be screened to determine whether it meets all the submission requirements as described in this document. Any bid that does not include the information or documentation specified in this document may be considered incomplete and be rejected. Any bid that does not meet the minimum criteria will be rejected.

2. Vendor must be able to perform all vehicle systems electronic diagnostics.

3. Vendor must be able to ship and or deliver parts to the Springfield Fire Department located at 1535 Roosevelt Avenue in Springfield Massachusetts.

4. Vendor must be able to provide service or repairs at the Springfield Fire Departments Repair Division.
5. Vendor must be able to supply Pierce Manufacturing parts for all models and years 1990 to present.
6. Vendor must be able to supply parts and service within the territory in which the Springfield Fire Department of Massachusetts is located.
7. Vendor must be able to provide detailed parts lists and diagrams according to vehicle build number.

IV. ADDITIONAL SERVICE REQUIREMENTS

A. Mandatory Requirements

1. All parts must conform to the latest revisions of Federal Regulations where applicable.
2. The vendor must be able to respond within 24 hours for service.
3. The vendor must provide onsite service at our Springfield location.
4. The vendor must be able to perform body repairs and paint work meeting Pierce manufacturing original specifications.

B. General Information

1. Any references to a particular trade name or manufacturer in this specification is provided to establish a standard level of quality and performance and not intended to restrict any goods or services as an/or equal or equivalent, as may be provided by the contractor.
2. The City is not required to purchase any items from any Vendor and reserves the right to purchase such supplies from other vendors.
3. Bidders are required to have an established customer service and technical support team. Bidders must identify in their bid response their customer service and technical support teams who will be dedicated to this contract.
4. Bidders must identify in their bid response a Contract Manager to be the contact person responsible for contract compliance during the term of the resulting contract. This contract manager will remain as liaison as long as the City deems that person capable of supporting the awarded contract.
5. The City of Springfield and its subdivisions accepts no liability and will provide no accommodation to vendors who submit a bid based upon an out-of-date solicitation document.

6. The bidder may not alter the IFB or its components except for those portions intended to collect the vendor's response (cost pages, etc.). Modifications to the body of the IFB, specifications, terms and conditions, or any other documents that would change the intent of this IFB are prohibited. Any modifications other than where the vendor is prompted for a response will disqualify the bid.

V. INVOICING AND BILLING REQUIREMENTS

1. The awarded vendors **must** agree to apply lump payments to the appropriate invoices. To clarify, the City Treasurer's Office may print one check that combines payments from several different City entities. The invoice will have itemized information for each payee that includes: the agency's invoice numbers; the listed retail cost, the dollar amount being paid by the agency toward each invoice; the agency's accounting code and part of its name. The vendor must specify a customer service representative to resolve any problems or discrepancies with billing. The City (including any allowable user of this contract) is not to be automatically put on a delinquent status and denied purchasing ability due to an error on the part of the Vendor or the Vendor's financial institution. Vendor must assign a customer service representative to act as a liaison between the financial institution and the City. The vendor receives a Department-authorized Purchase Order Number.

2. The Vendor is required to invoice Fire by individual job for materials purchased. The Vendor will be issued an individual work order and purchase order, at the time of the material request (should it be during normal business hours), for each supply, and should be noted on the invoice upon submittal.

3. The Springfield Fire department designated person will be:

Steve Balboni, Repair Supervisor
413-787-6416

4. The Vendor is required to respond to work authorized only by Fire. Any work solicited from a building occupant or other City Department will not be paid for as part of this agreement.

5. All invoices should be sent to the Springfield Fire Department at:

Springfield Fire Department
Attn. Accounts Payable
605 Worthington Street
Springfield, MA 01105

Invoices shall include description of material, job location, P. O. reference number and material costs.

End of Specifications

Exhibit A

Bid Listing Sheet

List of twelve (12) commonly used parts:

1) Fuel Tank- Part No. 1624036

Price Retail _____ **Discount** _____

2) Hydraulic Reservoir Desiccant Breather- Part No. 1604768

Price Retail _____ **Discount** _____

3) Turn Table Alignment Prox Switch- Part No. 63-0941

Price Retail _____ **Discount** _____

4) Brake Rotor- Part No. BX1137415N

Price Retail _____ **Discount** _____

5) Brake Pads- Part No. BXK109249

Price Retail _____ **Discount** _____

6) Spindle- Part No. 329058

Price Retail _____ **Discount** _____

7) Driver's Seat Cushion- Part No. 1428423

Price Retail _____ **Discount** _____

8) Cab Latch- Part No. 53-4470

Price Retail _____ **Discount** _____

9) Transmission Cooler- Part No. 1650535

Price Retail _____ **Discount** _____

10) Water Tank Transducer- Part No. 1766733

Price Retail_____ **Discount**_____

11) PUC Pump Transmission Temp. Sender- Part No. 2406474

Price Retail_____ **Discount**_____

12) Drain Valve- Part No. 1583000

Price Retail_____ **Discount**_____

Hourly shop / Service rate_____

EXHIBIT B
**** SAMPLE CONTRACT****
PRICE AGREEMENT FOR XXXXXXXX

CITY CONTRACT NUMBER: XXXXXXXXXX

Bid/Quote: XX-XXX

A. GENERAL

WHEREAS, this Contract is being entered into on by and between the CITY OF SPRINGFIELD, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Fire Commissioner, with the approval of the Mayor (collectively referred to herein as the "City"), and XXXX XXXX, (hereafter "Vendor" or "Contractor") is being entered into for the purchase of XXXXXXX and

WHEREAS, The Contractor has the qualifications, expertise, product knowledge and inventory to provide the services and is willing to perform the services and/or supply the goods under the terms and conditions of this agreement; and

WHEREAS, the Vendor has provided the City with a satisfactory bid response in accordance with the City of Springfield Invitation for Bids (IFB) No. 21-XXX, and these goods have been procured through the competitive bidding process prescribed by M.G.L. Ch. 30B;

NOW THEREFORE, the parties hereby mutually agree as follows:

B. CONTRACTOR CONTACT INFORMATION

1. The contractor or vendor's Name: **XXXXX**

Contact Person: **XXXXX**

2. Telephone: **XXXXX**

3. Fax: **XXXXX**

4. E-mail: **XXXXX**

5. City Vendor No.: **XXXXX**

C. PRICING and SCOPE OF SERVICES

1. The Contractor shall be paid on a per diem, as needed basis at the following rate for labor, materials, and equipment:

XXXXXXXXXXXXXXXXXX

2. Pricing Rates are further described in the Contractors IFB Submission and Price form, Attached hereto as **Exhibit A**.

3. The obligation of the City under this contract shall **NOT** exceed **\$XXXX.XX** per year.

4. All obligations are subject to prior appropriation therefore.

5. The Vendor shall be paid on a per diem, as needed basis at the rates for towing services as ordered by the Springfield Fire Department. Pricing shall be consistent with the pricing rates are further described in the Vendor's IFB Submission and Price form, attached hereto as **Exhibit B** and incorporated by reference.

6. The City of Springfield reserves the right to add mutually agreed upon items/services at any time during the life of the contract(s). The City is not required to purchase any services from the Vendor and reserves the right to purchase such services from other vendors. The City of Springfield makes no guarantee that any services will be purchased under this agreement. Service requests are based on the needs of the City.

7. Materials

i. Any materials in the work to be used shall be new, unused, and of recent manufacture and may be tested and inspected at any time by the department.

ii. All materials/ services ordered under this contract shall be subject to approval and acceptance by the Fire Commissioner or his Designee. (Final acceptance is understood to be 30 days of complete satisfactory conditions approved by the City).

6. Vendor will be responsible for providing all necessary materials, equipment and supplies for the services specified in this IFB. The City of Springfield reserves the right to add mutually agreed upon items/services at any time during the life of the contract(s). Services will be requested on an as needed basis. The City reserves the right to solicit other proposals for work that is not a part of this proposal.

7. Delivery. All prices bid are to include delivery to the place designated by the FIRE. No charges for delivery, drayage, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by the IRE. Delivery of items ordered will be required within five (5) working days after receipt of order. At least twenty-four (24) hours prior to delivery, awarded bidder shall notify FIRE. Vendor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to the FIRE for any loss thereby incurred.

i. All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Vendor no

cost to the FIRE. All products delivered to ordering departments will be new and in unopened cases or boxes. Shipments must have an itemized packing slip.

ii. The City department that is making the purchase is to establish ordering procedures with the awarded vendor (s). No order is valid until the vendor receives a Department-authorized Purchase Order Number.

8. Warranty. The vendor shall act as the manufacturer's agent for all warranty issues. All products shall carry the manufacturer's warranty of merchantability and fitness for a particular purpose. All items purchased shall carry a standard manufacturer warranty. The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of the product.

9. All obligations are subject to prior appropriation therefore.

10. Invoices, in a format required by the City, shall be delivered to:

Springfield Fire Department
Attn. Accounts Payable
605 Worthington Street
Springfield, MA 01105

11. No payment will be made until receipt of an itemized, detailed invoice signed by the vendor who by signing affirms that the vendor has performed the work and provided the labor and materials as detailed in the invoice.

D. SCHEDULE FOR SERVICES

1. The Contractor shall commence performance of this contract upon execution of this contract or receipt of a notice to proceed, whichever is first.

2. The Vendor will provided the equipment specified in the condition and manner specified by the Fire Commissioner or his designee. Any changes to delivery schedules or terms must be approved by the Fire Commissioner or his designee.

3. The initial term of this contract shall not exceed shall be from ~~XXXXXXXXXXXX~~. The City will also retain two (2) one-year in length renewal options under this agreement, to be exercised at its sole discretion.

4. The Contractor shall provide reports as requested regarding performance of this contract to the following:

E. GENERAL

1. The Vendor is an independent contractor and not an employee, agent, partner, joint venturer, or any entity for whose conduct the City is legally responsible.
2. The Vendor agrees to perform all services OR provided all equipment in a professional, competent, proper, and safe manner and to comply with all applicable laws, rules, regulations, codes, ordinances, and all other authority applicable to the goods/services that are the subject of this contract.
3. The Vendor shall be fully liable for any damage to City property caused by the acts or omission of the Vendor or any employee or sub-contractor of the Vendor.
4. The Vendor warrants that the services provided hereunder will be performed in a professional and workmanlike manner and shall conform to the Requirements more specifically set forth in this Agreement and in the City of Springfield IFB XXXXXX Specifications, attached hereto as **Exhibit B** and incorporated by reference herein.

F. INSURANCE AND INDEMNITY

1. The Contractor shall fully indemnify, defend, and hold harmless the City of Springfield, its officers, agents, and employees, from all claims and damages of any kind based on or arising out of, directly or indirectly, in whole or in part, the acts or omissions of the Contractor, its agents, servants, employees, sub-contractors, and anyone for whose conduct the Contractor is legally responsible, whether or not caused in part by any act or omission on the part of the City. This indemnity requirement shall survive the termination of this Contract.
2. The Contractor shall maintain the following insurance coverages:
 - i. For all persons working in Massachusetts, Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts, M.G.L. c. 152. This insurance shall also be required of all sub-contractors. (M.G.L. c. 149, §34A)
 - ii. Comprehensive automobile and vehicle liability insurance covering claims arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits. All sub-contractors shall be required to provide this same coverage. The City shall be listed as an additional insured on all policies.
 - iii. Commercial general liability insurance covering claims arising out of any covered act or omission of the Contractor or of any of its employees, agents, or subcontractors, with not less than \$1,000,000 single limits and \$2,000,000.00 aggregate limits. All sub-contractors shall be required to provide this same coverage. The City shall be listed as an additional insured on all policies.

3. The policies will provide that they will not be cancelled without 30 days prior notice to the City.

4. The insurers will be authorized to do business in Massachusetts.

5. The Contractor shall require the same insurances from any of its Sub-contractors.

6. The City shall be named as an additional insured, not just a certificate holder, with respect to liabilities hereunder in insurance coverages identified in items "2" and "3", and the Vendor and its insurers waive subrogation against the City as to said policies. The policies will provide that they will not be cancelled without 30 days prior notice to the City.

7. No later than the date of execution of this Contract by the Contractor, certificates evidencing all above insurances shall be attached to this Contract as **Exhibit C**, and are incorporated by reference herein.

G. GOVERNING LAW

1. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflicts of law provisions.

2. The Contractor and the City agree that any action, whether at law or equity, shall be brought only in the Superior Court of Hampden County (except claims by the City of a value less than \$25,000, which claims shall be brought in the Springfield District Court) or the United States District Court for the Western District of Massachusetts, all sitting at Springfield, Massachusetts.

H. RECORDS

1. Records. The records of the Provider insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have immediate access to any books, documents, papers and records of the Provider which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions.

2. Audit. City Officials and/or their designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records, kept by or under the control of the Provider, including, but not limited to those kept by the Provider, its employees, agents, assigns, successors and subcontractors.)

3. The Provider shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and

for at least seven (7) years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Provider 's Massachusetts office or place of business, at no cost to the City. In the event that the Provider does not have a Massachusetts location, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location which is convenient for the City.

I. PERFORMANCE, BREACH, TERMINATION

1. The failure of the Vendor to provide the requested services and materials in a timely and satisfactory manner shall constitute a breach of this Agreement. For breach of this Agreement, the City reserves the right to terminate this agreement procure the services and materials from any source whatsoever and the Vendor agrees to pay the difference in the cost to the City of obtaining the substitute services.
2. The City reserves the right to immediately terminate this Agreement for cause being any failure of appropriation, or for any situation of an imminent threat to the public safety or health, all in the judgment of the Fire Commissioner, whose decision shall be final.
3. The City may terminate this Agreement for cause if the Contractor breaches any material obligation under this agreement by sending written notice to the Contractor, effective Ten (10) days after receipt unless the Contractor cures such breach within the 10 day period or, if such breach cannot be cured within 10 days, unless the Contractor commences to cure such breach within the 10 day period and diligently and continuously works to cure the breach thereafter.
4. The City reserves the right to terminate this Agreement for convenience upon thirty (30) days' notice to the Vendor.
5. Upon any termination, the City shall be obligated to pay only for services and materials satisfactorily provided up to the date of termination, less any damages or refunds owed to the City under this contract or the law. In no event shall the Vendor be entitled to recover lost profits, special, incidental, punitive, exemplary or consequential damages.

J. CONFLICT OF LAWS & NON DISCRIMINATION

1. The Vendor shall not discriminate as to its employees or the performance of services on the basis of race, color, religion, gender, sexual orientation, disability, family status, national origin, or any unlawful discrimination.
2. The Vendor warrants that in the performance of this Agreement that Vendor does not have and is not aware of anyone who has any interest, direct or indirect, which will create

or cause a conflict of interest in any manner or degree with the performance of the services hereunder, as set forth in chapter 268A of the General Laws.

K. CORI of all persons on City Property

1. All Vendor management, employees, delivery personnel, or other persons acting on behalf of the Vendor are required to have an approved CORI check prior to entering any school facility. The Vendor is responsible to convey this requirement to any delivery persons who are not employees of the Vendor.

2. It will be required that if any worker goes to any Springfield Public School or City of Springfield public building, he must immediately report to the School's main office, or the building custodian. He will be required to give his name, his company's name and the purpose of his presence in the building. The worker will request that a building official be contacted. The worker must at all times be escorted through the building with the building custodian or School Department personnel at his side. After the work has been completed the worker must then report to the office to notify the main office or principal of that School or the custodian in the public building that he is leaving the building.

3. This section has the utmost importance due to the fact of School and Public Building security. If this requirement is not met in full it may be grounds for immediate cancellation of this contract.

L. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Provider, and supersedes all prior negotiations, representations or agreements, either oral or written. The Parties acknowledge that they are entering into this agreement freely and voluntarily and are not relying on any terms, conditions or promises, which are not expressly set forth within the terms of this agreement. This Agreement may be amended only by written instrument signed by all of the parties listed on the signature page hereto. No assignment or transfer of the Vendor's interest in this Agreement or the proceeds of this Agreement are valid without the consent of the City.

SIGNATURE PAGE TO FOLLOW

Signed, under seal, by all parties on the dates indicated:

CONTRACTOR:
XXXXXXXXXX

CITY OF SPRINGFIELD:

By: _____
Title: _____

Fire Commissioner
Date signed: _____

Approved:

Office of Procurement

Approved as to Appropriation:

Approved as to Form:

City Comptroller

City Solicitor

APPROVED:

DOMENIC J. SARNO
MAYOR

Date signed: _____

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

(COMPANY)

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number

State Identification Number

Federal Identification Number

Pursuant to M.G.L. Ch. 62C § 49A:

Company: _____

P.O. Box (if any): _____ Street Address Only: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer/contractor is a:

Corporation _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of all General Partners: _____

You must complete the following certification and have the signature(s) notarized on the lines below.

TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best
(Authorized Agent) (Bidder/Proposer/Contractor)
knowledge and belief, has/have complied with all **United States Federal, Commonwealth of Massachusetts, and City of Springfield** taxes required by law, as applicable.

Notary Public

STATE OF _____, 2020

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of [company name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] _____.

Notary Public

My commission expires: _____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT _____ BID NO. _____

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL.B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F

B.) What is your anticipated work force for this project/service? _____.
Number of Minorities _____ Number of Females _____.

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE DATE

FIRM

ADDRESS

TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,
AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS
PROVIDED OR NOT.**

Contact Information

Individual who can respond to requests for additional information:

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Individual who is authorized to negotiate and sign a contract:

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____