

Exhibit A
Request for Proposal
August 1, 2016

Falmouth Fire-EMS is currently requesting proposals for building a storage building at Central Fire Station at 8 Bucknam Road, Falmouth, Maine. The building will be used to store various fire fighting equipment and supplies. Specifications will consist of the following:

Provide all labor and materials to build a 20'x 25' storage building on a concrete slab. Remove the existing slab, provide site excavation and install a new reinforced concrete slab approximately 20'x 25' with a paved area to the right of the building to be used for trailer storage, approximately 16'x 25'. The front of the building will have a 36" entry door to the left of an 8' x 10' overhead door. On the left side of the building there will be two (2) windows and the back will have one (1) window. The siding and trim will be vinyl to match the color of the existing Fire Station. The roof will be asphalt shingles (to match the main building).

Electrical power for lighting and outlets: The electrical will be underground running from the main building. Cutting and repairing the pavement is necessary and should be included in the bid. One (1) LED light will be mounted above the overhead door. This light will be on a switch inside the storage building. There will be four (4) LED lights inside the building and at least five (5) outlets, placement TBD.

- Building drawings will be provided by the Fire Fire-EMS.
- Contractor will provide all labor, materials and equipment to complete the above described work.
- Price the removal of the existing slab separately.
- The new building slab will have an 8" block curb.
- The overhead will be provided and installed by Overhead Door. Opening specs attached.
- Supply and install entry door. Therma Tru TS206, Specs attached. Exhibit B.
- Supply and install windows. MI-3660-SH. Specs attached. Exhibit C
- Supply and install interior light fixtures. ETi Model 5407143. Specs attached. Exhibit D
- Supply and install exterior light fixture. RAB Wall Pack model WPLED20N. Specs attached. Exhibit F.
- Supply and install a 4 switch breaker panel inside the storage building.
- Contractor is responsible for removal all debris related to the above work.
- Planning Board approval and building permit will be provided by Falmouth Fire-EMS.
- All work shall meet current codes.

The above mentioned work must be completed by November 30, 2016.

If you would like to schedule a time to visit the station, please contact Assistant Chief Jay Hallett at 781-2610 extension 5256.

Proposals shall be submitted in a sealed envelope to the "*Office of the Fire Chief*", located at 8 Bucknam Road, Falmouth, ME 04105-2098 no later than 2:00 pm September 16, 2016. Faxed, emailed or late bids are not acceptable and will be rejected. The *Town of Falmouth* reserves the right to reject any or all bids at anytime for any reason. The following attachment (AGREEMENT) represents The *Town of Falmouth's* standard contract.

Award of the contract will be based on cost, specification and delivery timeline.

AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this _____, by and between the Inhabitants of the **Town of Falmouth** with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); _____, with a mailing address of _____ (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following services for the Town.

II. SCOPE OF WORK

In consideration of the compensation set forth herein, the Contractor shall perform the services as outlined in a **Request for Proposal** dated August 1, 2016, 2016 and attached hereto as Exhibit A and the response attached hereto as *Bid Form - Exhibit B* dated _____.

III. COMMENCEMENT AND COMPLETION

The Contractor will complete the work on or before November 30, 2016.

IV. PAYMENT TERMS

The Contractor shall submit an invoice on or about the first of each month reflecting services performed at the Contractor's normal professional billing rates, attached hereto as Exhibit C. The Contractor understands that the payment for completion of the services outlined in Section II shall not exceed \$_____ and the Contractor agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

V. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VI. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

VII. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

VIII. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors and of persons either directly or indirectly employed by it, or shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

IX. INSURANCE

The Contractor shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

X. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors.

XI. ENTIRE AGREEMENT

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: _____

By: _____

Title: _____

Date: _____

INHABITANTS OF THE
TOWN OF FALMOUTH, MAINE

By: _____
Nathan A. Poore, Town Manager

Rev. 08/01/2016