

INSURANCE REQUIREMENTS

1. Workmen's Compensation Insurance

Workmen's Compensation Insurance must be provided at the Contractor/Successful Bidder's expense in accordance with the provisions of M.G.L. Chapter 149 §34 A. The Contractor/Successful Bidder shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152 §25C, as amended, to all persons to be employed under the contract, and the Contractor/Successful Bidder shall continue such insurance in full force and effect during the term of the contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Purchasing Agent when requested and prior to the award of this contract by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Purchasing Agent at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

2. Contractor/Successful Bidder's Public Liability and Property Damage Insurance

The Contractor/Successful Bidder shall take out and maintain at his own expense during the life of this contract, with respect to the operations he performs, regular Contractor/Successful Bidder's Public Liability Insurance providing for a limit of not less than the amount named in the following table for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of the amount named in the following table for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular Contractor/Successful Bidder's Property Damage Liability Insurance providing for a limit of not less than the amount named in the table for all damages arising out of injury to or destruction of property on any one occurrence.

Coverage must include the following:

Commercial General Liability

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

Automobile Liability

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

Prior to the commencement of any work under this contract, the Contractor shall provide the Town with Certificates of Insurance, which include the Town of Monterey as an additional named insured, and which includes a thirty-day notice of cancellation to the Town.

INDEMNIFICATION

The Vendor agrees to indemnify the Town, its successors, agents, servants, employees, or assigns against any and all claims for loss, liability, or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the Vendor's employees, whether negligent or intentional, foreseeable or unforeseeable, within or without the scope of his employment, while said employees are upon, entering, or leaving the premises upon which this agreement is being or is to be performed.

Errors and Omissions

The Successful Bidder shall also carry insurance in a sufficient amount to assure restoration of any plans, drawings, computations or other similar data relating to the work covered by this Agreement in the event of loss or destruction until such time as all data has been turned over to the Town.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall take all responsibility for the work, and take all precautions for preventing injuries, including but not restricted to inevitable injuries, to persons and property in and about the work; shall bear all losses resulting to him on account of the amount or character of the work. The Contractor shall save harmless the Town, the Designer and all of its and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees, labor performed or furnished and for all materials used or employed in carrying out this contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Town, the or its departments under whose direction this work is to be done, and their officers and agents from all claims relating to work performed or furnished or materials used in and in doing the work; to inventions, patents and patent rights used in and in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his employees, and subcontractors and employees, in doing the work, in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the contractor and his employees therein.
2. He shall take all proper precautions to protect property from injury or unnecessary interference; provide proper means of access to the property where the existing access is cut off by the contractor; and replace or put

in good condition, satisfactory to the Department Head or his agents; every public or private way, conduit, catch basin, tree, fence or other thing injured or interfered with by the contractor in carrying out this contract, unless the same has been permanently done away with on approval of the Department Head as being unnecessary for the proper completion and carrying on of this Contract.

3. He shall take all proper precautions to protect persons from injury, unnecessary interference or inconvenience; leave an unobstructed way along public or private places for travelers and vehicles and for access to hydrants; provide proper walks over or around any obstruction made in public or private place in carrying out the contract, and maintain from the beginning of any darkness or twilight through the whole of the night, on or near the obstruction, sufficient lights and guards to protect travelers thereby, when the work is suspended put all roadways and sidewalks in proper condition, and when the work is completed put the place and its vicinity in proper condition and leave them.
4. All Bid deposits, except those of the three lowest, responsible, and eligible general Bidders shall be returned in five business days after the opening of general bids. The award of the contract shall be made within thirty (30) days after the opening of general bids and the bid deposits of the three lowest, responsible, and eligible Bidders shall be returned upon execution and delivery of the contract therefore, or if no award is made, then at the expiration of the thirty (30) days; except that, if any general bidder fails to perform his agreement to execute a contract his bid deposit shall become the property of the Town of Monterey as liquidated damages; provided that, in case of death, disability, or other unforeseen circumstances affecting the general bidder, his deposit may be returned to him and an award made to the next lowest, responsible and eligible bidder.
5. The rates bid by the Successful Bidder shall be the rates paid by the Town of Monterey. No increases in the rates bid shall be allowed under any circumstances, and any bid to which escalator clauses are added or appended shall be rejected as being informal.
6. The Director of Operations will be the sole judge of whether or not items proposed to be supplied are "similar" and approved "equal" to those specified.
7. Should the prospective Bidder find discrepancies or omissions in the specifications, he shall notify the Procurement Officer at once. The Procurement Officer will issue written instructions to all Bidders who have taken bid and specification packages out. The Town of Monterey will not assume responsibility for any oral instructions or interpretations of the meaning of specifications or other contract documents to any Bidder or any person.
8. A contract may be canceled at the successful Bidder's expense upon non-performance of the contract.
9. If the successful Bidder fails to deliver as ordered, the Town of Monterey reserves the right to cancel the contract and purchase the balance from other sources at the successful Bidder's expense.
10. It is mutually understood and agreed that the successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such

contract, to any other person, company, or corporation, without the previous written consent of the Town of Monterey.

11. By submission of this Bid or proposal, the Bidder certifies that:
 - a. This Bid or proposal has been independently arrived at without collusion with any other Bidder or with any other competitor or potential competitor.
 - b. This Bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to opening of the Bids or proposals for the project, to any other Bidder, competitor, or potential competitor.
 - c. No attempt has been made, or will be made, to induce any other person, partnership, or corporation, or other business entity, not to submit a Bid or proposal.
 - d. No member of the Town of Monterey, or any other officer or employee thereof, is directly or indirectly interested in the Bid or proposal.
12. Invoices shall be submitted in triplicate to the Purchasing Agent unless otherwise specified. Payments of such bills shall not preclude the Town from making claims for adjustment on any item found not to have been in accordance with the general conditions or specifications.
13. If cash discounts are included in the Bid price, such discounts must be permissible for 10 days from and including the postmark date of invoice to and including the postmark date of payment.
14. No interest on any invoice or statement will be paid by the Town.
15. The successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful Bidder and which by exercise of reasonable diligence he is unable to prevent.
16. The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the Bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
17. The Town of Monterey reserves the right to stop the work to be done under this bid if there is found to be any violation of law, rule, regulation, or statute. The Town will provide written notice to the Successful Bidder of the exact nature of the reason for work stoppage and time allowed for rectification of the violation. If the Successful Bidder does not comply with the terms of the written notice of violation, the Town of Monterey reserves the right to declare the Contract in default and take appropriate action to ensure completion of the work for the public good.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

1. _____, hereby states unequivocally that:
2. He/She _____ (title)
is _____
of _____ (name of firm), the Bidder
that has submitted this Bid;
3. He/She is fully informed respecting the preparation and contents of this Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is not a collusive or sham Bid;
5. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, or connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with this Contract for which this Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in this Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Monterey or any other person interested in the proposed Contract;
6. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant;
7. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has not been influenced by or relied upon any verbal claims, information or promises given to me by the Town, or any of the Town's employees. I have not fraudulently conspired with the Town, or any of the Town's employees, and that if selected as the Successful Bidder I will perform the work and provide the goods and services in conformance with the Town's specifications.

(Signed) _____ Print Name _____

(Title) _____ (Date) _____

ATTESTATION OF TAXES

Chapter 223, §35-36 of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program became effective July 1, 1983. One aspect of the law requires that the providers of goods and services to attest, under the penalties of perjury, that they are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, the Attestation of Taxes must be signed and submitted with the bid to the Awarding Authority.

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

PURSUANT TO M.G.L CHAPTER 62C, §49A, I HEREBY CERTIFY, UNDER THE PENALTIES OF PERJURY, THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES AS REQUIRED BY LAW.

* * * * *

Signed under penalties of perjury this _____ day of _____, 200 ____.

Signature and title of responsible company officer:

(Officer) Title _____

Print Name

**BIDDER'S CERTIFICATION REGARDING PAYMENT
OF
PREVAILING WAGES**

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

(date)

(Name of General Bidder)

By _____ (signature)

(Name of person signing bid)

(Title of Signatory)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID