

Invitation to Bid  
  
Internet Services  
For  
The Monomoy Regional School District  
And all Schools and Offices within  
  
November 30, 2020  
9:00am

**Key Dates**

Date	Day	Time	Event
November 30, 2020	Monday	9AM	IFB Available
December 24, 2020	Thursday	2PM	Deadline for Questions
January 5, 2021	Tuesday	10AM	Deadline for Bids
July 1, 2021	Thursday		Contract Start Date
June 30, 2024	Thursday		Contract End Date

## NOTICE TO BIDDERS

The Monomoy Regional School District, 425 Crowell Road, Chatham, MA 02633 (the “District”) invites sealed bids under MGL 30 B for internet services at the following locations for a three (3) year contract period with two (2) additional one (1) year options at the discretion of the Monomoy Regional School District from July 1, 2021- June 30, 2024.

**Harwich Elementary School, 263 South Street, Harwich, MA,  
Chatham Elementary School, 147 Depot Road, Chatham, MA  
Monomoy Regional Middle School and Administrative Offices, 425 Crowell Road, Chatham, MA  
Monomoy Regional High School, 75 Oak Street, Harwich, MA 02645**

Contractor to furnish equipment, connectivity, services and labor to accomplish the services described herein, in accordance with all specifications and requirements. There should be no disruption in services if such services transition.

**Copies of the IFB** may be obtained from the Monomoy Regional School District Business Office – Chatham, MA, beginning **at 9:00am** on Monday **November 30, 2020** and thereafter Monday through Friday 9:00 A.M. to 3:00 P.M. Telephone number 508-945-5148. **Questions** regarding this IFB must be submitted via email to [mmacmillan@monomoy.edu](mailto:mmacmillan@monomoy.edu) by 2:00 P.M. local time, on **Thursday, December 24, 2020**. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

All bids must be submitted in a sealed envelope marked Bid “**INTERNET SERVICES**” and delivered to the Monomoy Regional School District Business Office - 425 Crowell Road, Chatham 02633 – 2<sup>nd</sup> floor. **Bids shall be accepted until 10:00 A.M. local time on Tuesday, January 5, 2021**, at which time they will be publicly opened and read. The clock in the Business Manager’s office shall be considered official. No bid shall be accepted or allowed to be altered after the time and date specified. Bids received after the deadline will be returned unopened. In the event that the Business Office of the Monomoy Regional School District is closed due to inclement weather or other emergency the deadline for receipt of bids shall be extended to the next official business day that the office is open at 10:00am.

The Monomoy Regional School District’s Business Manager reserves the right to reject any and all bids, wholly or in part, and to select a bidder who is not the lowest as they deem to be in the best interest of the Monomoy Regional School District. All Bids shall comply with the IFB issued by the District. The District reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the District. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids.

For the Monomoy Regional School District  
Michael MacMillan  
Business Manager

## **Instructions to Bidders**

1. The Contractor shall submit a bid for the services of this project using the attached price sheets and all pricing should be comprehensive. Pricing shall also include all labor, materials, and equipment as required to install and make operational the specified services requested.
2. The service is to be provided at the following four (4) locations:

Monomoy Regional Middle School and Administrative Offices  
425 Crowell Road, Chatham, MA

Chatham Elementary School  
147 Depot Road  
Chatham, M

Harwich Elementary School  
263 South Street  
Harwich, MA

Monomoy Regional High School  
75 Oak Street  
Harwich, MA 02645

3. Sealed Bids to be submitted to the Monomoy Regional School District's Business Office by 10:00 a.m. on Tuesday, January 5, 2021, Bids must be clearly labeled on the exterior envelope as follows:

Monomoy Regional School District Business Office – 2<sup>nd</sup> Floor  
425 Crowell Road Chatham, MA 02633  
Attn: Michael MacMillan  
“INTERNET SERVICES”

4. The form for submission of the bid shall include all pertinent information as noted below, presented in a clear and concise form, permitting ease of discussion in the event that the Owner elects to effect certain changes in the Scope of Work prior to completion of the contract. In the event the results of the bid submission result in a tie, and all other criteria deemed equal, the award will be determined by the toss of a coin to be conducted by the Business Manager. The Attachments are integral parts of the bid submission and contract.
5. All work shall be performed in accordance with all federal state and local guidelines. There should be no disruption in services if such services transition.
6. The contract will be awarded to the lowest responsible and responsive bidder offering the lowest price. The Monomoy Regional School District's Business Manager reserves the right to reject any and all bids, wholly or in part, and to select a bidder who is not the lowest as they deem to be in the best interest of the Monomoy Regional School District. All Bids shall comply with the IFB issued by the District. The District reserves the right to waive any informality in or

to reject any, any part of, or all Bids in the best interest of the District. Any Bid submitted will be binding for thirty (30) days subsequent to the deadline date for receipt of sealed Bids.

7. 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 such insurance carried shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the District and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the District at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Contractor. Contractor's Comprehensive General Public Liability and Property

The Contractor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$1,000,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars(\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury or destruction of property during the policy period.

All Insurance coverage shall be placed with such company as may be acceptable to the District and shall constitute a material part of the contract documents. Letter of insurability from insurance agency/company to required limits will be accepted with proposal; however, certificate of insurance will be required upon acceptance of award to selected proposer.

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned contract vehicles in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five

Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property.

The Contractor shall carry workers' compensation insurance as required by Massachusetts General Law, c. 152, and Section 25 in amounts as required by law.

The provider shall indemnify, defend and hold harmless the District and its employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the municipality or their dependents pursuant to the agreement.

The District shall be specifically named as an additional insured on all required insurance policies of the Contractor. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment.

8. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of work. Contractor shall be responsible to see that the work complies accurately with the contract documents.

Contractor shall provide competent, suitably qualified personnel to perform the work as required by the contract documents.

All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by the District, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, the District shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all employees on the work and other persons and organizations who may be affected thereby: all the work and materials and equipment to be incorporated there-in, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of work

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (examples: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any sub-Contractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the District or anyone employed by them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

## **ATTACHMENTS**

- A. Certificate of Contract Authorization
- B. Certificate of Corporate Vote
- C. State Tax Certificate
- D. Certificate of Non-Collusion
- E. References
- F. Scope of Service
- G. BID Cost Submission Form
- H. Sample Contract

**ATTACHMENT A. CERTIFICATE OF AUTHORIZATION FOR CONTRACTOR SIGNATURE**

**I. IF YOU ARE A SOLE PROPRIETORSHIP-**

1. I am a Sole Proprietorship. \_\_\_\_\_ Yes \_\_\_\_\_ No

2. As a Sole Proprietorship, the business name is my name.

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

3. The business name is not my name and attached is a copy of my DBA certificate.

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

**II. IF YOU ARE A PARTNERSHIP-**

1. Contractor is a Partnership. \_\_\_\_\_ Yes \_\_\_\_\_ No

2. As a Partnership the business name is

3. Attached is a copy of the Partnership's DBA certificate.

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

4. The names and addresses of all partners are:

**III. IF A CORPORATION OF LIMITED LIABILITY PARTNERSHIP-**

1. Contractor is a corporation organized in

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

2. Contractor is a LLP organized \_\_\_\_\_

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

3. The registered name of the corporation or LLP is:

4. Attached is a Certificate of Corporate Existence

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

5. Attached is a Certificate of Good Standing

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

6. If organized outside of Massachusetts, attached is proof of being registered to do business in Massachusetts.

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

7. Attached is a Certificate of Corporate or LLP Vote authorizing the person signing the contract to do so on behalf of the corporation or LLP.

\_\_\_\_\_ Yes \_\_\_\_\_ No



**ATTACHMENT B. CERTIFICATE OF CORPORATE VOTE**

If the Contractor is a corporation, complete the following certification:

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ (Name of the Corporation) held on \_\_\_\_\_ (Date), at which all the Directors were present or waived notice, it was voted that, \_\_\_\_\_ (Name), \_\_\_\_\_ (Officer) of this company, is authorized to execute Contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any Contract or obligation in this company's name on its behalf by such \_\_\_\_\_ (Officer) of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the \_\_\_\_\_ (Name of the Corporation), that \_\_\_\_\_ (Name) is the duly elected \_\_\_\_\_ (Officer) of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of the Contract.

A true copy,

Attest: \_\_\_\_\_

(Clerk)

Place of Business: \_\_\_\_\_

Corporate Seal:

**ATTACHMENT C. STATE TAX CERTIFICATION**

State Tax Certification Form

All providers of goods and services to any agency of the Commonwealth of Massachusetts or of any subdivision shall be required to attest that he/she is in compliance with all the laws of the Commonwealth of Massachusetts. The form of attestation shall also provide space for the provider to furnish his/her Social Security Number or Federal Identification Number. It should be noted that submission of a Social Security Number or a Federal Identification Number is purely voluntary.

Your Social Security Number or your Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued. Renewed or extended. This request is made under the authority of Mass. G.L. c. 62C 5. 49A.

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the Bidder.

I 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 required under law.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

SSN or FIN: \_\_\_\_\_ PHONE: \_\_\_\_\_

**ATTACHMENT D. CERTIFICATE OF NON-COLLUSION**

**Certificate of Non-Collusion**

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

PLEASE PRINT OR TYPE

AUTHORIZED AGENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

**ATTACHMENT E. REFERENCE FORM**

Bidder must supply a list of three (3) similar establishments to whom they are currently providing services or within the last four years. This list shall include, date service began, contact information for the contracting officer and jurisdiction,

**DESCRIPTION OF SERVICE:**

**SERVICE START DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**DESCRIPTION OF SERVICE:**

**SERVICE START DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**DESCRIPTION OF SERVICE:**

**SERVICE START DATE:** \_\_\_\_\_

**NAME/OWNER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

## **ATTACHMENT F. SCOPE OF SERVICES**

The Monomoy Regional School District is a community of learners of all ages focuses on building knowledge, positive character and resiliency in a safe, supportive, creative and challenging environment. The district encompasses the towns of Chatham and Harwich on Cape Cod, Massachusetts. The schools in our district are Chatham Elementary School, Harwich Elementary School, Monomoy Regional Middle School (located in Chatham) and Monomoy Regional High School (located in Harwich).The Administrative offices are located at the Monomoy Regional Middle School in Chatham. We are proud of our excellent students and staff of approximately 2300 individuals and remain committed to the pursuit of even greater excellence.

The District currently has one Dedicated Internet Service line at 1 GBPS (shared across the district) and one Wide Area Network connecting all sites. We are looking to maintain this service or to increase the bandwidth from 1 GBPS to 2 GBPS.

The Contractor shall furnish all labor, materials, equipment and means to provide the internet service described above.

**ATTACHMENT G. BID COST SUBMISSION FORM**

Please provide the monthly recurring charge:

Service	One time set up / Non-recurring Charge	Year 1	Year 2	Year 3	Total
1GB		\$	\$	\$	\$
2GB		\$	\$	\$	\$

The undersigned agrees that, if selected as Contractor, he will within ten days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that he is able to furnish service and applicable materials and labor required.

The undersigned further certifies under the 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 subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from performing in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

\_\_\_\_\_  
(Name of General Bidder)

Date \_\_\_\_\_

By \_\_\_\_\_  
(Name of Person Signing Bid and Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_

**ATTACHMENT H. SAMPLE CONTRACT**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Monomoy Regional School District, with an address of Business Office, 425 Crowell Road Chatham, MA 02633, acting by the Monomoy Regional School District School Committee (hereinafter the “District” or the “Owner”), and \_\_\_\_\_, a corporation organized under the laws of the laws of the Commonwealth of Massachusetts, with a principal office located at \_\_\_\_\_ (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services, as set forth in the Invitation for Bid – Internet (“IFB”), issued by the Monomoy Regional School District, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor’s obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The initial term of this Contract shall commence of the execution date of this contract and shall end on June 30, 2024. Time is of the essence in the performance of services under this Contract. At the sole discretion of the Monomoy Regional School District, this Contract may be extended for two (2) additional one (1) year terms.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- Highest Priority: Amendments to Contract (if any)
- Second Priority: Contract
- Third Priority: Addenda to the IFB (if any)
- Fourth Priority: IFB
- Fifth Priority: Contractor’s Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed rate/price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be otherwise paid by the District. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the District as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the District for services rendered in accordance with this Contract. The District shall not make payments in advance.

If the District objects to all or part of any invoice, the District shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the District's Request for Proposals, the Contractor shall take such measures only with the District's prior written approval. Charges for such services shall be billed directly to the District unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the District. Any equipment shall be warrantied against manufacturing and design defect for a minimum of three (3) years after the District's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the District.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries.

8. Insurance



The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (including errors/omissions) \$1,000,000 each claim/\$1,000,000 aggregate.
- e. Excess Liability Insurance, Umbrella Form - \$5,000,000 each occurrence and \$5,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the District before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in two (2) copies shall be furnished to the District at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- i. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
  - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
  - (3) is a risk retention group lawfully providing insurance to its members in Massachusetts.

- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- l. The Contractor shall provide to the District a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its members, officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the District, nor its members, officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

As stated, if at all, in the IFB.

13. Labor and Materials Payment Bond\_

As stated, if at all, in the IFB.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the District and

not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the District that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the District, the Contractor shall not assign such employee to perform services for the District, and such employee shall not be authorized to perform services for the District. The District shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor

for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the District may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund the Contract. Should sufficient funds not be appropriated, the District shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the District may terminate this Contract upon written notice to the Contractor.
- d. The District may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The District may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the District may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the District: Superintendent of Schools  
Monomoy Regional School District  
425 Crowell Road  
Chatham, MA 02633

With copies to: Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Contractor: TBD – When contract awarded

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Barnstable County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the District in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

Monomoy Regional School District

Contractor:

by:

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Superintendent of Schools

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

Dated: \_\_\_\_\_