

**TOWN OF EASTON, MASSACHUSETTS
REQUEST FOR PROPOSALS
AMBULANCE BILLING/ COLLECTION SERVICE
FISCAL YEARS 2012-2014**

The Town of Easton is seeking qualified vendors to submit proposals for ambulance billing and collection services in accordance with the specifications.

Specifications may be obtained from the Town's website www.easton.ma.us (see Quick Links - Requests for Proposals/Quotes/Bids) or by contacting Pam Berglund, Administrative Secretary, at (508) 230-0752 or pberglund@easton.ma.us.

Sealed proposals will be received by the Chief Procurement Officer in the **Office of the Board of Selectmen**, located at the Easton Town Offices, 136 Elm Street, No. Easton, MA 02356 **until 10:00am on Thursday, April 28, 2011.**

All proposals shall be sealed, addressed to the "Chief Procurement Officer, Office of the Board of Selectmen, Easton Town Offices, 136 Elm Street, No. Easton, MA 02356-0129." Four (4) copies of the proposal are required. **Proposers shall submit separate price and non-price (technical) proposals.** The price proposal must be signed, placed in an envelope, and sealed. The price proposal will require the fee for the service to be stated as a percentage amount for actual receipts. This envelope is to be clearly marked with the Proposer's name, and titled **Town of Easton – Ambulance Billing/Collection Price Proposal, 10:00am, April 28, 2011.** The non-price (technical) proposal shall be signed, placed in a separate envelope, and sealed. All pages that require signatures must be signed where appropriate and submitted as part of the non-price proposal. This envelope is to be clearly marked with the Proposer's name, and titled **Town of Easton – Ambulance Billing/Collection Non-Price Proposal, 10:00am, April 28, 2011.**

The Town of Easton's fiscal year 2012 begins July 1, 2011 and ends June 30, 2012. The implementation date for billing and collection services is July 1, 2011.

This contract will be awarded only to a responsive and responsible bidder whose proposal meets all of the requirements specifications. The contract shall be awarded by the Board of Selectmen, which reserves the right to waive any informalities, to accept or reject, in part or in whole, any and all proposals or to take whatever action may be deemed to be in the best interest of the Town of Easton. Bids will remain firm for sixty (60) days following the opening of proposals.

The Town of Easton is an Affirmative Action Employer, including Minority and Women Business Enterprises.

David A. Colton
Chief Procurement Officer
April 8, 2011

**BILLING/ COLLECTION SERVICE FOR EMERGENCY
AMBULANCE SERVICE
TOWN OF EASTON FIRE DEPARTMENT**

SUBMISSION OF PROPOSALS:

The emergency ambulance service is operated by the Easton Fire Department and is an advanced life support service. Billing service providers interested in providing the billing/collection service, as set forth in the attached specifications, are invited to deliver four (4) copies of an ambulance billing proposal to the “Office of the Board of Selectmen”, Easton Town Offices, 136 Elm Street, No. Easton, MA 02356, **no later than Thursday, April 28, 2011 at 10:00am.**

All proposals shall be sealed, addressed to the “Chief Procurement Officer, Office of the Board of Selectmen, Easton Town Offices, 136 Elm Street, No. Easton, MA 02356.” Proposers shall submit separate price and non-price (technical) proposals. The price proposal must be signed, placed in an envelope, and sealed. The price proposal will require the fee for the service to be stated as a percentage amount for actual receipts. This envelope is to be clearly marked with the Proposer’s name, and titled **Town of Easton – Ambulance Billing/Collection Price Proposal, 10:00am, April 28, 2011.**

The non-price (technical) proposal must contain all information pertaining to the Billing/Collection Service, such as method of billing, initiation of billing procedures, application for, and timetable for, the respective applications for provider numbers for Medicare and Blue/Cross Shield and Medicaid (if not already completed by the Town). The proposal must address, at a minimum, each of the issues set forth in the “Request for Proposals” in order to be considered responsive. The Town of Easton will reject any proposal, which does not respond to each issue in the “Request for Proposals,” as non-responsive. The non-price proposal shall be signed, placed in a separate envelope, and sealed. All pages that require signatures must be signed where appropriate and submitted as part of the non-price proposal. This envelope is to be clearly marked with the Proposer’s name, and titled **Town of Easton – Ambulance Billing/Collection Non-Price Proposal, 10:00am, April 28, 2011.**

A Proposer may correct, modify, or withdraw a proposal by sealed, written notice, clearly marked as a correction, modification, or withdrawal, and received in the Office of the Selectmen prior to the time and date for opening the proposals.

Proposals that are received after the proposal due date and time will not be accepted and will be returned to the Proposer, unopened.

Signing of Proposals: The proposal must be signed as follows:

- a. If the Proposer is an individual, by him/her personally;
- b. If the Proposer is a partnership, by the name of the partners, followed by the signature of each general partner; and
- c. If the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. A copy of the corporate vote must also be submitted. See appendix A for form.
- d. A certificate of Non-collusion and Tax Compliance must also be signed by the Proposer. See appendix B for form.

Reviewing Period: All proposals deemed responsive (meeting the minimum requirements and conditions) may be held by the Town of Easton for a period of sixty (60) days from the date of opening proposals for the

purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract.

Vendor Selection: Following the procedures previously described, the Town of Easton will make a decision regarding selection of the vendor with whom it wishes to enter into a contract. Proposals will be evaluated upon the basis of the Minimum Qualifications; the Comparative Criteria for Selection set forth herein, prices and other appropriate factors. This may not necessarily be the low bidder.

Award: The Easton Board of Selectmen will make the award of this contract. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration the proposal's relative merits. The Town of Easton reserves the right to reject any and all proposals or to waive any informalities in the proposals, if it appears in the Town's best interest.

Addenda: Will be sent to all vendors requesting specifications.

Profile of Service: The Town of Easton Fire Department operates an emergency only ambulance service that is licensed for Advanced (Paramedic) Life Support Services. In the last calendar year, this service performed approximately 1,600 medical calls. These medical calls resulted in approximately 1,200 ambulance transports.

MINIMUM QUALIFICATION CRITERIA

In addition to addressing each of the items in the specifications, the Proposer must submit, as part of his non-price proposal, the following minimum qualification criteria: Initial the appropriate response to each criterion, and include the required documentation in the Non-price (technical) proposal envelope.

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor, stating that the offer is effective for at least sixty (60) calendar days from the deadline for the submission of proposals.

COMPLY _____ DO NOT COMPLY _____

2. A list of Massachusetts municipalities or ambulance services for which the contractor has provided ambulance billing service. A minimum of five (5) is required. This list is to include a current name, address and phone number of references for the selection committee to access. Any negative information generated by reference check shall be cause sufficient to dismiss the proposal as unacceptable. Negative information that shall be considered grounds to render the proposal unacceptable shall be information that shows the service operated in a fashion that reflected negatively on the community served. Illegal or unethical methods of collection, repeated instances of inappropriate treatment of recipients of the service such as rudeness or any other behavior that generates complaints from the public shall be viewed as negative information.

COMPLY _____ DO NOT COMPLY _____

3. A dishonesty bond of for the minimum amount of \$150,000.00 and an errors and omissions (E+O) bond for the minimum amount of \$1,000,000.00 naming the Town of Easton as an additional insured are to be included with the proposal. If the proposal is accepted these bonds must be kept in effect for the life of the contract.

COMPLY _____ DO NOT COMPLY _____

4. The billing agency must recognize that, in their dealings with the recipients of ambulance service, every effort towards a courteous handling of patients will be the rule.

The billing agency will have made every attempt to determine if primary and/or secondary insurance exists through inquiry to recipients of the service and computer screening, prior to bills being sent to individuals, and the primary and secondary insurance carriers billed where appropriate. All applications for abatement must be signed, filled out and returned to the billing agency. The billing agent will turn over all requests for abatement to the Town of Easton, Fire Chief for action. The service must show an understanding of this policy in its response to the request for proposal.

COMPLY _____ DO NOT COMPLY _____

5. Bidders must provide a toll-free number of the Town's use and for the use of citizens making inquiries.

COMPLY _____ DO NOT COMPLY _____

6. List any litigation, with the appropriate explanation, against your firm from 2005 through the present.

COMPLY _____ DO NOT COMPLY _____

7. Bidders must provide documentation of licensing as a collection agency under Massachusetts laws and function as a collection agency as well as an ambulance billing company including reporting delinquent patients to a credit bureau.

COMPLY _____ DO NOT COMPLY _____

8. The Billing service must have software and trained in-house staff to support the bridge programming and transmission of a NEMESIS compliant EMS data file, when required by the Commonwealth of Massachusetts. NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

9. The Billing service must provide a secure site to drop the Town's data files; otherwise known as a Secure FTP site. This is a requirement of HIPPA, NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

10. To be in compliance with the Office of the Inspector General's advisory, the Billing service MUST have an active internal quality assurance program in place, must subject the Company to a professional, outside annual compliance audit, and have an EMS attorney on retainer to support billing company and client questions and review carrier contracts as required. NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

11. The billing service shall subscribe to an established insurance verification service and actively use it as part of their processes and procedures. NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

12. The billing service shall insure that phones are answered by a trained billing specialist who can help the caller promptly, competently, and courteously between the hours of 8:00 am and 9:00 pm EST. Automated attendant or voice mail as a primary phone coverage tool is not acceptable. NO EXCEPTIONS.

COMPLY _____ DO NOT COMPLY _____

13. The billing service shall submit its annual Statement on Auditing Standards (SAS) No. 70, *Service Organizations*, report (SAS70 Report) with its proposal. The SAS70 must have been performed by a CPA firm in accordance with auditing standards developed by the American Institute of Certified Public Accountants (AICPA). The SAS70 must be performed annually for the duration of any contract with a copy provided to the Town annually. NO EXCEPTIONS

COMPLY _____ DO NOT COMPLY _____

14. The minimum billing process shall consist of the following:
- a. Upon receipt of the appropriate documentation (written or electronic) the billing service will establish a patient account.
 - b. For each account established, the billing service shall send to the patient by U.S. mail the appropriate notice describing how medical information may be used or disclosed, and how the patient can get access to that information, as required by HIPPA.
 - c. The billing cycle will consist of four (4) billing periods. The intial bill to be followed up by a bill at 30, 60, and 90 day intervals with each cycle being more aggressive than the last.
 - d. Should the patient have some form of insurance, the billing service will take all appropriate steps to bill the insurance carrier and follow through until the account is paid in full.
 - e. In the event an account is not paid within 120 days, a report will be generated and sent to the fire Chief before any further action is taken on the delinquent account.

COMPLY _____ DO NOT COMPLY _____

I hereby state that I understand the minimum evaluation criteria and that I have initialed all of the appropriate sections, and further, that I have attached the required information to the summary sheet located at the back of this document.

Company Name _____

Authorized Signature _____

COMPARATIVE EVALUATION CRITERIA

A contractor shall be deemed unacceptable if the minimum evaluation criteria are not met. However, once it has been determined that the contractor has met all the minimum evaluation criteria the proposals will be further evaluated by the Town of Easton using the following comparative evaluation criteria. The ratings of “Highly Advantageous”, “Advantageous”, “Not Advantageous” and “Unacceptable” will be used to evaluate the following features of each proposal.

1. How many years experience does your firm have in billing for municipal ambulance services?
 - a. **UNACCEPTABLE:** Less than one year of experience.
 - b. **NOT ADVANTAGEOUS:** More than one years experience but less than three years experience.
 - c. **ADVANTAGEOUS:** More than three years experience but less than five years experience.
 - d. **HIGHLY ADVANTAGEOUS:** Greater than five years experience.
2. How many municipal ambulance services does your firm presently represent? List the municipalities represented along with the name of the representative from the community.
 - a. **UNACCEPTABLE:** Less than five municipal ambulance services.
 - b. **NOT ADVANTAGEOUS:** Between five and ten municipal ambulance services.
 - c. **ADVANTAGEOUS:** Between ten and twenty-five municipal ambulance services.
 - d. **HIGHLY ADVANTAGEOUS:** More than twenty-five municipal ambulance services.
3. Collection percentage: The vendor should provide documentation as proof that they can achieve collection percentage of greater than 90%. The proof should be established by comparing the collection rate for other municipal ambulance services that will show collection percentage and name of municipal contact person for the minimum of three (3) references. Our goal is 100%.
 - a. **UNACCEPTABLE:** No documentation of collection percentage.
 - b. **NOT ADVANTAGEOUS:** Documentation of collection percentage less than 90%.
 - c. **ADVANTAGEOUS:** At least five municipalities serviced and documented at a rate of 90% collection rate.
 - d. **HIGHLY ADVANTAGEOUS:** Six or more municipalities serviced and documented at rates of 90% or greater.
4. The billing agency will bill direct to carriers as opposed to billing the recipients of the service. If clients need be billed, due to a lack of insurance information, the billing agency should be willing to assist the client and fill out the forms on their behalf. Provide documentation on the form provided.
 - a. **UNACCEPTABLE:** Process only Medicare and Medicaid claims, mail all others to client.

- b. **NOT ADVANTAGEOUS:** Process only Medicare and Medicaid and major carriers (i.e BC/BS)
 - c. **ADVANTAGEOUS:** Process Medicare/Medicaid, major carriers and secondary insurance when applicable.
 - d. **HIGHLY ADVANTAGEOUS:** Process claims to all insurance carriers, automobile insurance, workman's comp, home owners insurance, etc.
5. Contractors are required to have experience in reconciling the ambulance account on a monthly basis.
- a. **UNACCEPTABLE:** No experience in ambulance reconciliation.
 - b. **NOT ADVANTAGEOUS:** Reconciles less than ten ambulance accounts.
 - c. **ADVANTAGEOUS:** Reconciles between ten and twenty ambulance accounts.
 - d. **HIGHLY ADVANTAGEOUS:** Reconciles more than twenty ambulance accounts.
6. Contractors are required to have experience in submitting combined BLS/ALS (two tiered) ambulance claims.
- a. **UNACCEPTABLE:** No experience in submitting BLS/ALS claims
 - b. **NOT ADVANTAGEOUS:** Less than three years experience submitting BLS/ALS claims.
 - c. **ADVANTAGEOUS:** Between three and five years experience submitting BLS/ALS claims.
 - d. **HIGHLY ADVANTAGEOUS:** More than five years experience submitting BLS/ALS claims.

STATEMENT OF SERVICES

1. TERM of CONTRACT.

This contract is for the fiscal year commencing July 1, 2011 through June 30, 2014. The contractor will have a fixed percentage fee rate for the three year period.

2. COLLECTIONS and DEPOSITS:

All amounts received by the billing service will be recorded and the proceeds deposited in an account at the bank providing municipal banking services to the Town of Easton during the period of the contract. At the expiration of each month, the billing service shall bill the Town of Easton for collection charges due the billing service for the actual collections made that month.

3. AMBULANCE FEE:

The Town of Easton's Rate Schedule for ambulance services will serve as the basis for fees charged for ambulance service within the community.

4. EXPENSES:

1. Refunds: All expenses directly or indirectly related to the collection of the Town of Easton patients accounts shall be borne by the billing agent. Other refunds due the patient, as a result of an error on the part of the Town of Easton, or overpayment or any other cause, not the fault of the billing agent, shall be paid by the Town of Easton.

2. Except: As otherwise specifically provided herein, the billing service will not incur expenses on behalf of or without the Town of Easton's prior consent.

5. OTHER:

a. It is understood that the Town of Easton accepts assignment of Medicaid, Medicare and Medicare/Medicaid. Accordingly, the billing services will make the required contractual adjustments when applicable and will be reported on the monthly revenue statement.

b. Write offs and/or reductions of charges for persons applying for a waiver, will be handled by the Town of Easton on an abatement basis at their discretion. Requests for abatements or adjustments from patients will initially be sent to the billing agent, and then sent to the Town of Easton This would be applicable to any patient who signs for an abatement or waiver after being billed by the service.

6. RECORDS and REPORTS:

The billing service will furnish to Town of Easton the following reports.

- a. A report of all collections together with a copy of the deposit slip evidencing the deposit to the Town of Easton's bank account.
- b. A monthly recap of reports, including an aging report at the end of the month reflecting the balance of open recievables.
- c. At a minimum the following reports are required: commitment listings, listing of write offs, adjustment credits, any other report determined necessary to be able to prove balance from month to month.

- d. All records and correspondence relating to Town of Easton's accounts receivable and the billing services collection efforts will be kept at the billing service's office and shall be available for examination by Town of Easton or authorized representatives.
- e. All documents shall be made available to an external auditor hired by the Town of Easton
- f. All documents provided to the Town of Easton or its external auditors shall be at no cost to the town or the auditors.

7. **MISCELLANEOUS:**

- a. The billing service will collect accounts receivable of the Town of Easton under the name of Town of Easton Fire Department Ambulance Billing Service.
- b. The billing service shall delegate an authorized representative for receiving notices and day to day contract administration.

NAME OF REPRESENTATIVE _____

8. **TERMINATION:**

The agreement may be terminated by the Town of Easton at any time upon thirty days (30) written notice of termination to the billing service, and by the billing service on the anniversary date of the contract upon ninety days (90) written notice to the Town of Easton. Upon termination of the agreement, for whatever reason, the billing service shall deliver up all records and pertinent correspondence concerning the accounts and collection thereto to the Town of Easton, and the billing service will otherwise cooperate with the Town of Easton or their assignees to affect an orderly transfer of the collection of the Town of Easton's accounts receivable. If the Town of Easton should terminate this agreement, the billing service will only be entitled to receive from the Town of Easton, any and all commission due to the billing service up to and including the actual date of termination and transfer of accounts receivable, as well as reimbursement from Town of Easton of all expenses incurred by the billing service in accordance with the contract and which remain unpaid at the date of termination. The billing service must turn over all records and have them delivered to a location designated by the Town of Easton upon termination of the contract. In the event that you are not the successful bidder in three years or the Town terminates the contract, you agree that the payment for the final two months for services will not be paid until the Town is satisfied with the documentation provided to the new billing agency. During this period, the contractor will continue to provide services to the Town and continue to forward payments to the Town in accordance with the agreement. At the end of the contract, either by termination or expiration of the contract, the Town will not be liable for any additional expenses of the vendor with the exception of those expenses included in the contract.

9. **PROVISION:**

The Town of Easton Fire Department Emergency Medical Service uses IMC reporting software. To that end, the billing agency will be responsible to coordinate with the Town and IMC to provide the billing agency with the secure electronic transfer of standard ambulance billing information.

10. **STIPULATIONS:**

- a. The contract shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- b. In the event of any conflict or any inconsistency between the Massachusetts General Laws, as amended, and the provisions of this contract, the Massachusetts General Laws shall control. If any

of the provisions of this agreement are held to be invalid, such provision or provisions shall be deemed stricken from the agreement, and at the option the Town of Easton, the remaining provisions shall remain in full force and effect.

- c. The billing service shall hold the Town of Easton free and harmless from all claims, liability and losses caused by the actions or failures to act on the part of the billing service, and the billing service shall fully indemnify the Town of Easton for all such claims, liability and losses if they should occur.
- d. The billing service shall have workman's compensation insurance in accordance with the Massachusetts General Laws Chapter 152, as amended, and the billing service shall furnish the Town of Easton with evidence of this coverage before the execution of the contract.

11 WAIVER HANDLING POLICY:

Although the Town wishes to maximize ambulance collections, we do wish to have compassion for those with financial hardships. A strict waiver policy will be formulated by, and administered by, the Town of Easton. Please outline your capabilities in dealing with clients that express hardship. Provide copies of internal policies to reinforce this response along with any waiver policies that you have dealt with, or are dealing with presently.

12. COLLECTION AGENCY SERVICES:

The Town wishes to utilize the services of a company that can perform collection agency services including the reporting to a credit bureau in our name. If a third party vendor is used for collections their activity must be included in the billing agency's report package. Please outline your capabilities in this area.

Town of Easton

RFP FOR AMBULANCE SERVICE BILLING AGENT:

PRICE PROPOSAL:

PROPOSAL TO BE AS A PERCENTAGE OF ACTUAL RECEIPTS DELIVERED TO THE TOWN OF EASTON

_____ %

ANY ADDITIONAL INFORMATION SHALL BE EXPLAINED IN THIS SPACE.

SIGNED: _____

TITLE: _____

NAME OF FIRM: _____

ADDRESS OF FIRM: _____

TELEPHONE NUMBER: _____

THIS SHEET MUST BE IN A SEPARATE ENVELOPE CLEARLY MARKED PRICE PROPOSAL AND WILL BE OPENED SEPARATELY FROM THE NON-PRICE PROPOSAL.

APPENDIX A

I, _____, _____
Name Title

of _____
Name of Company

Certify under the penalties of perjury that:

1. I duly represent the bidder and have full authority to execute any and all documents for and on behalf of the bidder relative to its operation, and
2. If an out-of-state company, a resident agent in the Commonwealth of Massachusetts must be appointed for service of process. The name and address of the company's resident agent is: _____

Witness my hand and seal this _____ day of _____, 2011

Agent of Bidder

Title

Date

Address of Bidder

Telephone Number of Bidder

APPENDIX B
Non-Collusion Form and Tax Compliance Form

Persons submitting a proposal must submit a certification of non-collusion and tax compliance.

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.

Name of person signing bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. C. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes.

Name of person signing bid or proposal

Name of business



TOWN OF EASTON

AMBULANCE BILLING AND COLLECTION SERVICES

CONTRACT # _____



DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Easton, 136 Elm Street, North Easton, MA 02356 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following
Ambulance Billing and Collection Services

2. The Contract price to be paid to the Contractor by the Town is:

% of Collections

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 The Contractor shall provide monthly invoices to the Town evidencing the total amount of collections received and the percentage of such collections deposited into the Town's bank account including a copy of the deposit slip. Monthly invoices shall be submitted to the Town with the following documents:

3.2.1. A monthly recap of reports, including an aging report at the end of the month reflecting the balance of open receivables;

3.2.2. Commitment listings, listing of write offs, adjustment credits, any other report determined necessary to be able to prove balance from month to month.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security (*Surety is not required for contracts for the purchase of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts*)

This section is not applicable.

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders,

Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2014, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on thirty (30) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services,

or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Easton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any

discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

The following provisions will not apply if the contract price is less than \$10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis, determine that the following provisions apply to contracts for less than \$10,000.00 or where the Contractor employs less than six (6) employees.]

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color,

religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

- 15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Easton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Easton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Easton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the

Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Renewal Certificates shall be filed with the Town at least 10 days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Easton shall be a party. One of the following "Supplements" *must* be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

GOODS

SUPPLEMENT "G" - Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B)

SERVICES

SUPPLEMENT "S" - Applicable to Contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B)

CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for Construction (governed by the provisions of General Laws Chapter 30, Section 39M and Chapter 149)

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CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all

name of contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

SUPPLEMENT "S"

1. This form supplements the general provisions of the Contract between the Town of Easton, and _____, which Contract is a contract for the procurement of services.

2. "Services" shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. Change Orders:

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

4. Security Requirement: (*Surety is not required for contracts for the purchase of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts*)

This section is not applicable.

5. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage), as shall be in force and as amended.

6. Insurance

In addition to the insurance requirements found in the standard agreement, if the Contract is for architectural, engineering, legal or other professional services, the Contractor must maintain Professional Liability Insurance in the amount of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

