



Merrimack Valley Planning Commission

Invitation for Bid

Permanent Trail Counter Installations

Bid Due Date: Friday, July 12, 2024, 12:00 P.M.

**Merrimack Valley Planning Commission
160 Main Street
Haverhill, MA 01830**

Telephone: (978) 374 - 0519

Merrimack Valley Planning Commission
150 Main Street
Haverhill, MA 01830-5875

I. General Information and Bid Submission Requirements

- A. Sealed bids are requested from qualified contractors by the Merrimack Valley Planning Commission (MVPC) bids for the construction and installation of the fourteen (14) pedestrian and bicycle continuous counting stations in Amesbury, Methuen, Newburyport and Salisbury, MA.
- B. The Bid, including Drawings and Technical Specifications can be downloaded from the MVPC website: <https://mvpc.org/joint-procurement/> and Comm-Buys: www.commbuys.com.
- C. Envelopes containing sealed bids will be accepted at the Merrimack Valley Planning Commission, 150 Main Street, Haverhill, Massachusetts 01830 until the time indicated and will be publicly opened and read. Bids will be available for public inspection three (3) business days after the bid opening.
- D. Bids are to be submitted by 12:00 p.m., Friday, July 12, 2024, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Permanent Trail Counters".
- E. Addenda: If any changes are made to the Invitation for Bid (IFB), an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having downloaded / picked up the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The MVPC will require acknowledgement of any addenda issued to be included on the bid form.
- F. Questions concerning this bid must be submitted in writing to Patrick Reed, email: preed@mvpc.org, before 12:00 pm on Monday, July 1, 2024. Question may be delivered, mailed, emailed, or faxed. Written responses will be mailed, emailed, or faxed to all bidders on record as having picked up the IFB.
- G. A bidder may correct, modify, or withdraw a bid by written notice received prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____." Each modification must be numbered in sequence and must reference the original IFB.
- H. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the MVPC or fair competition. Minor informalities will be waived, or the bidder will be allowed to correct them. If a mistake and the intended bid are evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- I. Bid Bond: This proposal shall be accompanied by a bid deposit in the form of a bid bond, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the MVPC. A bid bond shall be (a) in a form satisfactory to the awarding authority, (b) with a surety company qualified to do business in the commonwealth and satisfactory to the awarding authority and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The amount of such bid deposit shall be five (5) per cent of the value of the bid.
- J. Payment Bond: The successful bidder must furnish a Payment Bond for fifty (50) of the full sums of the guaranteed maximum price by a surety company licensed to do business in the commonwealth and whose name appears on the United States Treasury Department Circular 570.
- K. The MVPC may cancel this IFB or reject in whole or in part any and all bids, if the MVPC determines that the cancellation or rejection serves the best interests of the MVPC.
- L. All bid prices submitted for this IFB must remain firm for sixty (60) days following the bid opening.

- M. Each bidder will submit two (2) copies of all required forms. All Bids must include a Bid Pricing Sheet – Appendix B; Non-Collusion and Tax Compliance Form – Appendix C, References – Appendix D and the Bid Bond.
- N. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer.
- O. Massachusetts Prevailing Wages: The Division of Occupational Safety issues prevailing wage schedules to cities, towns, counties, districts, authorities, and agencies of the commonwealth for construction projects and several other types of public work. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project. The wage schedules for this IFB are attached in Appendix E.
- P. The bidder certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- Q. The bidder states that the bid is *bona fide* is also in consideration of the value of labor, using the rates as set forth in the schedule of wage rates included with the Bid Documents, and that wage reports will be tendered to the Awarding Authority as required under Massachusetts General Laws.
- R. The bidder certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section twenty-nine F of chapter twenty-nine (M.G.L. Ch. 29, §29F), or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- S. Funds Availability. All contract awards are subject to and contingent upon fund availability.

II. Purchase Description:

- A. The MVPC has purchased the HI-TRAC® CMU Permanent Trail Counters for this project. The successful bidder will perform the electrical/construction work to install fourteen (14) fixed bicycle and pedestrian trail counters along regional paths in four (4) communities. The counters consist of a post with infrared sensors and piezoelectric strips embedded in the trail’s asphalt. The work to be performed involves solely installation; permitting, design, and final inspection will be provided by a third-party. See appendix A-1, RoadSys HI-TRAC CMU Guide / BL Piezo Installation Summary.pdf .
- B. The schematic plan for the device installations in in Amesbury, Methuen, Newburyport and Salisbury, MA are detailed in Appendix A-2, MVPC Permanent Trail Counter Draft Plans 06122024.pdf
- C. The following costs shall be included in the bid: Installation of the piezo-electric sensors, post, and all equipment to be supplied by the MVPC as indicated for each location; Furnish and installation of concrete foundations (cast-in-place or pre-cast); Furnish and installation of conduit as indicated on the plans; Repair, patching, and/or replacement of the granite or concrete curb, HMA or concrete sidewalk, or mulch and loam and seed and the cost of all work zone traffic control devices as necessary
- D. Bidders must furnish a schedule for work to be completed once a contract has been signed. The schedule should state a proposed start date as well as the projected number of days needed to complete the installation (Appendix B).
- E. All work is to be completed during normal working hours.

- F. The successful bidder shall be responsible to ensure that all installation is as per the manufacturer's specifications.
- G. Upon completion of all installation work, a final inspection, calibration and fine tuning of the system will be performed by a third party to certify the installation was completed as per the plans and that the count stations meet a 90% data accuracy standard for bicycles and pedestrians in each direction. If an installation cannot be certified and/or meet the data accuracy standards, the successful bidder shall undertake work identified as punch-list items by the third party during final inspection at no additional cost.
- H. Unless otherwise stated, the bid price shall be F.O.B. Destination.

IV. Rule for Award:

The contract will be awarded to the lowest responsible and eligible bidder.

- Determination of responsible shall be based the inclusion of the required submittals and financial references.
- Determination of eligible shall be based the bidder.
 - 1) whose bid is the lowest of those bidders possessing the skill, ability, and integrity necessary for the faithful performance of the work;
 - (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
 - (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;
 - (4) who, where the provisions of section 8B of chapter 2963 apply, shall have been determined to be qualified thereunder; and
 - (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; and provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

V. Bid Pricing Sheet: See Appendix B.

VI. Non Collusion Form and Tax Compliance Form: See Appendix C.

VII. References: Complete Appendix D with the following information.

- A. Commercial: Three (3) communities that you have provided similar services in the last three (3) years.
- B. Financial References demonstrate a stable and secure financial position. Successful bidders may be requested to provide a business information report or business profile from a credit reporting agency dated no earlier than sixty (60) days prior to bid submission date.
- C. The Bidder shall disclose any current or pending litigation regarding similar projects.

VIII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
- B. Verbal orders are not binding on the MVPC, or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
- C. Purchases are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- D. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
- E. Unless otherwise provided by law, the Contractor will indemnify and hold harmless the MVPC against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the MVPC may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.
- F. Failure to perform when such failure is due to an Act of God, public enemy, fire, earthquake, floods, embargoes, or other similar causes beyond the control of the contractor, shall be good and sufficient reason for excuse from contractual liability.
- G. No subletting of the award, or assignment of monies due or to become due, shall be made without written consent of the awarding authority.
- H. Indemnification: The contractor shall assume the defense, indemnify and hold harmless the MVPC's agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them, including attorney's fees, by reasons of acts, inactions, omissions, negligence, reckless or intentional misconduct caused by or related to any and all activities of the Contractor, its agents, officers, employees or subcontractors.
- I. Warranties and Guarantees. All bidders must include with their bid or proposal copies of warranties and/or guarantees for each item and related major components. Such warranties or guaranties must be assignable to the MVPC by the bidder, or it must make arrangements to allow such assignment.
- J. The Contractor shall not work on property requiring obtaining of an easement until the OWNER has obtained the necessary easement. The Contractor shall have no claim for additional compensation or damage on account of any delay in obtaining the necessary easements.
- K. Material Safety Data Sheets. Pursuant to M.G.L. Ch. 111F, sec. 8-10, any supplier who receives a contract resulting from this solicitation agrees to submit a MSDS for each toxic or hazardous substance or mixture containing such substance when deliveries are made.
- L. Insurance: The Contractor shall purchase and maintain during the term of this agreement such insurance coverage as is specified. This coverage shall apply to the Contractor directly and the work of any or all Subcontractor(s) he may employ, or anyone directly or indirectly employed for work under this Project.
- M. Insurance
 - a. Worker's Compensation And Employer's Liability Insurance: Coverage as required by the Worker's Compensations laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149, sec. 34A, including both statutory lines and Coverage B.
Commercial General Liability Insurance: The Contractor shall provide the following minimum liability limits:

<u>Coverage</u>	<u>Limits of Insurance</u>
General Aggregate Limit: (Other than Products-Completed Operations)	\$2,000,000.00

Products-Completed Operations aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$100,000.00

Medical Expense Limit (any one person) \$5,000.00

- b. The Commercial General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:
 - i. Work performed by the Contractor himself with his own employees; Premises-operations and products and completed operation.
 - ii. Work performed by his Subcontractors; Contractors’ Protective Liability (“sublet work” or “Independent Contractors”) line. Use of subcontractors may be subject to provisions within the Specification regarding prior approval by the MVPC.
 - iii. The Contractor’s liability assumed under the Contract Terms; “hold harmless” or “indemnity agreement” line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor’s Insurance Certificate.
 - iv. Coverage shall be extended to include protection against property damage caused by explosion (including blasting), and collapse of structures and damage to underground pipes and utilities; “XCU” line.
 - v. Insurance certificates must name the MVPC as an additional insured.
- c. Owner’s Protective Liability Insurance: The Contractor shall take out and furnish to the MVPC as Owner and maintain during the life of this Contract complete Owner’s Protective Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.
- d. Automobile liability insurance: The Contractor shall provide the following minimum liability limits for all owned, non-owned and hired autos: Combined single limit for Bodily Injury and Property Damage: \$1,000,000.00
- e. General Requirements for All Lines of Insurance to be Furnished.
 - i. All policies shall be written so the MVPC shall be notified of cancellation or addition of “restrictive amendments” by Registered Mail or by Facsimile not later than 30 days prior to the effective date of such cancellation or amendments.
 - ii. If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the MVPC for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.
 - iii. The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor’s work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the MVPC shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the MVPC as described more fully in applicable contract terms and conditions.

Excess Umbrella Liability	
Combined single limit	\$2 Million.
General aggregate	\$2 Million

Worker’s Compensation	
Coverage Statutory	
Coverage B	Each Accident \$100,000
	Disease-Policy limit \$500,000
	Disease-Each Employee \$100,000

Excess Umbrella Liability Insurance: The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the MVPC as an additional insured. Evidence of such excess liability shall be delivered to the MVPC in the same form and manner as the required insurance policies.

Appendix A
2024-25 Permanent Trail Counters

Specifications

Appendix A-1: RoadSys HI-TRAC CMU Guide / BL Piezo Installation Summary.pdf

Appendix A-2: MVPC Permanent Trail Counter Draft Plans 06122024.pdf

**Appendix B
Bid Pricing Sheet (1 of 2)**

Base Bid

Location	Sites (See Appendix A-2)	Cost
Methuen		
Rail Trail	240' South of Oakland Street	
Rail Trail	27' South of MRT Signage	
Newburyport		
Clipper City Rail Trail	95' South of Boardwalk	
Clipper City Rail Trail	31' South of High St Trail Entrance	
Clipper City Rail Trail	100' North of Parker St Entrance (W of Rte. 1)	
Clipper City Rail Trail	100' North of Parker St (E of Rte. 1)	
Clipper City Rail Trail	212' West of Water Street Trail Access	
Clipper City Rail Trail	183' West of Water Street	
	Total Base Bid	

Add Alternative 1

Location	Sites (See Appendix A-2)	Cost
Amesbury		
Riverwalk Trail	20' East of I-495 Overpass Edge	
Riverwalk Trail	18' South of Oakland St Trail Entrance	
Salisbury		
Ghost Trail	198' West of I-95 Overpass	
Old Eastern Marsh Trail	30' North of Friedenfels Parking Lot Entrance	

**Appendix B
Bid Pricing Sheet (2 of 2)**

Location	Sites (See Appendix A-2)	Cost
William Lloyd Garrison Trail	65' South of Parking Lot Guardrail	
Old Eastern Marsh Trail	30' North of Salisbury Point Ghost Trail	
	Total Add Alt. 1	

Total Base Bid and Add Alternative 1:	
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Projected Start Date: _____

Number of Days to Complete: _____

Estimated Completion Date: _____

This IFB includes addenda numbered _____

Bidder _____

Address _____

Signature of Company Official _____

Print Name of Company Official _____

Phone _____

E-Mail _____

Date _____

Appendix C
Non-Collusion Form & Tax Compliance Form

I. 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 or individuals.

Signature of individual submitting bid or proposal

Name of Business

II. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 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, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

Appendix D References

Provide the names of three (3) municipalities that you have provided similar in the last three (3) years.

Company	Contact	Address	Phone Number

**Appendix F
Massachusetts Prevailing Wages**

The wage schedules for this IFB are attached.

Municipality	Prevailing Wage Request Number
Amesbury	20240606-053-1
Methuen	20240606-053-2
Newburyport	20240606-053-3
Salisbury	20240606-053-4

**ARTICLES OF AGREEMENT
Permanent Trail Counters**

(For information only. This contract will be completed by the MERRIMACK VALLEY PLANNING COMMISSION (MVPC) at time of award.)

This agreement is made and entered into this _____ day of _____, 2024 by and between the MERRIMACK VALLEY PLANNING COMMISSION (“the MVPC”), a Regional Planning Agency and existing under the laws of the Commonwealth of Massachusetts, and _____ a corporation duly organized and existing under the laws of the Commonwealth/State of _____ or as a D/B/A duly registered at: _____ (“The CONTRACTOR”).

ARTICLE I. DEFINITION. “THIS CONTRACT” as used herein shall mean that these Articles of Agreement and “the bid documents,” which include without limitation, the instructions to bidders, the CONTRACTOR’s bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR’s bid or proposal.

ARTICLE II. DURATION. The estimated project start date is _____, 2024 and a completion date no later than _____, 2024. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and terminates on the completion of the project.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver materials, supplies, or equipment to designated sites (delivery point) all in accordance with the bid documents of July 12, 2024 (bid opening date).

CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The MVPC agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR’s bid.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, 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 commence performance of 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 commence performance of THIS CONTRACT in a manner reasonably satisfactory to the MVPC, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the MVPC as erroneous or unsatisfactory, (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 without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The MVPC may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the MVPC. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the MVPC may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the MVPC as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. LIQUIDATED DAMAGES: If the CONTRACTOR fails to achieve Final Completion by _____, 2024, it shall be liable to pay the MVPC the daily amount specified in the Agreement, not as a penalty, but as a fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the MVPC’s actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement. The MVPC may elect to withhold said amount from periodic or final payments due to the CONTRACTOR, in addition to retainage and other backcharges.

ARTICLE VIII. INTERPRETATIONS AND APPROVALS: Every contract which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval,

or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE IX. CHANGE ORDERS AND ADJUSTMENTS:

The Contractor shall perform all the Work required by this Contract in conformity with the Drawings and Specifications contained herein. No willful and substantial deviation from said Drawings and Specifications shall be made unless authorized in writing by the Engineer and the MVPC. In order to avoid delays in the prosecution of the Work required by such Contract, such deviation from the Drawings or Specifications may be authorized by a written order of the MVPC. Within tee (10) days thereafter, such written order shall be confirmed by a certificate of the MVPC stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures, or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefore; (2) that the specified deviation does not materially injure the Project as a whole; (3) that either the work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the MVPC and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the MVPC.

ARTICLE X. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these Articles.

ARTICLE XI. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the MVPC, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE XII. PAYMENT BOND: The Contractor must furnish the MVPC a Payment Bond for fifty (50) percent of the full amount of the total cost.

ARTICLE XIII. FOREIGN CORPORATIONS: CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the MVPC a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE XIV. FINANCIAL REPORTING: The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports.

ARTICLE XV. TAX COMPLIANCE: The CONTRACTOR must certify in writing that they complied with all state laws relating to taxes, reporting of employees and contractors and child support.

ARTICLE XVI. EMPLOYMENT: The CONTRACTOR must comply with the provisions relating to wages and employment conditions including, but not limited to, the payment of prevailing wages rates as set by the Department of Labor and Workforce Development, and workers' compensation coverage.

ARTICLE XVII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The MVPC may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XVIII. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract, or transfer any interest in THIS CONTRACT without prior written consent of the MVPC. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

For the Contractor: :

Merrimack Valley Planning Commission

Jerrard Whitten
Executive Director