



**TOWN OF SCARBOROUGH  
259 US Route One  
Scarborough, ME 04070-0360**

**Request for Proposal  
RFP # 03-2007  
Date of Issue: March 12<sup>th</sup>, 2007**

**Title and Purpose of RFP: 10-WHEEL SNOWPLOW TRUCK**

**SECTION ONE  
INTRODUCTION AND INSTRUCTIONS**

**1.01**

**Return Mailing Address, Contact Person, Telephone, Fax Numbers and  
Deadline for Receipt of Proposals**

Offerors must submit one copy of their proposal, in writing, to the Purchasing Agent in a sealed envelope. It must be addressed as follows:

Attention: **Keith L. Matherne, Purchasing Agent**  
Request for Proposal (RFP) Number: **03-2007**  
Project name: 10 WHEEL SNOWPLOW TRUCK  
**259 US Route One**  
**PO BOX 360**  
**Scarborough, ME, 04070-0360**

Proposals must be received no later than 3:00PM., EDT on **APRIL 27<sup>th</sup>, 2007**. Faxed and Oral proposals are NOT acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

**CONTACT INFORMATION;**

**Keith L. Matherne, Purchasing Agent**

PHONE **207-730-4089**

FAX **207-730 4088**

EMAIL - ***kmathern@ci.scarborough.me.us***

**THE PREFERRED CONTACT METHOD IS VIA EMAIL**

**1.02**

**Contract Term and Work Schedule**

The contract term and work schedule set out herein represents the Town of Scarborough's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately **JULY 1<sup>st</sup>, 2007**, and terminate upon delivery and acceptance of the equipment.

The approximate contract schedule is as follows:

- Issue **March 12<sup>th</sup>, 2007**
- **Mandatory Pre-Proposal Meeting March 29<sup>th</sup>, 2007**

- Open **April 27<sup>th</sup>, 2007**
- Proposal Evaluation Committee complete evaluation by **May 4<sup>th</sup>, 2007**
- Town of Scarborough issues Notice of Intent to Award a Contract **May 8<sup>th</sup>, 2007**
- Town of Scarborough issues contract award contingent upon funding **July 1<sup>st</sup>, 2007**
- Target delivery of equipment by **October 15<sup>th</sup>, 2007**

### **1.03**

#### **Purpose of the RFP**

The Department of **Public Works**, is soliciting proposals for a 10-wheel snowplow truck. The truck will be fully equipped to perform all hauling and snow-plowing duties. The successful proposal will offer to provide a truck that will perform to the high standards the Public Works Department has come to expect from its equipment.

### **1.04**

#### **Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Agent at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Purchasing Agent, in writing, at least ten days before the time set for opening.

### **1.05**

#### **Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the Purchasing Agent; the preferred method is via email.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP; these questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Purchasing Agent and Director will make such decisions.

### **1.06**

#### **Amendments**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Purchasing Agent as having downloaded the RFP from the Town of Scarborough web site.

### **1.07**

#### **Alternate Proposals**

Offerors may only submit one proposal for evaluation.

### **1.08**

#### **Right of Rejection**

Offerors must comply with all of the terms of the RFP, the Town Purchasing Ordinance, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the Town. If an offeror does so, the Purchasing Agent may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that may be waived by the Purchasing Agent:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

The Town of Scarborough reserves the right to accept or reject any or all proposals should it be deemed in the best interest of the Town.

### **1.09**

#### **Town Not Responsible for Preparation Costs**

The Town will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **1.10**

#### **Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the Town of Scarborough and may be returned only at the Town's option. Public records are to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the Purchasing Agent does so, and if the Purchasing Agent agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

### **1.11**

#### **Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the Town's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor legally able to do business in the State of Maine; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the Town to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Town.

### **1.12 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principles involved and their rights and responsibilities regarding performance and payment.

### **1.13 Offeror's Certification**

By signature on the proposal, offerors certify that they comply with:

- (a) the codes and ordinances of the Town of Scarborough and the laws of State of Maine;
- (b) all terms and conditions set out in this RFP;
- (c) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (d) that the offer(s) will remain open and valid based on the timeline proposed.

If any offeror fails to comply with [a] through [d] of this paragraph, the Town reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

### **1.14**

## **Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the Town of Scarborough) and, if so, the nature of that conflict. The Town Manager or his designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Town Manager's determination regarding any questions of conflict of interest shall be final.

### **1.15**

#### **Right to Inspect Place of Business**

At reasonable times, the Town may inspect those areas of the contractor's place of business that are related to the performance of this contract. If the Town makes such an inspection, the contractor must provide reasonable assistance.

### **1.16**

#### **Solicitation Advertising**

Public notice has been provided in accordance with the Town Purchasing Ordinance.

### **1.17**

#### **Assignment**

The contractor may not transfer or assign any portion of the contract without prior written approval from the Director or Purchasing Agent.

### **1.18**

#### **Disputes**

Any dispute arising out of this agreement will be resolved under the laws of the State of Maine. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in a Superior Court for the State of Maine.

### **1.19**

#### **Severability**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

### **1.20**

#### **Continuing Obligation**

Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract and warranty. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this proposal the offeror

acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

## **SECTION TWO STANDARD PROPOSAL INFORMATION**

### **2.01**

#### **Authorized Signature**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid based on the proposed timeline. If funds are appropriated by the Town Council, the agreement with the awarded contractor will commence upon the start of the new fiscal year (July 1<sup>st</sup>, 2007).

### **2.02**

#### **MANDATORY Pre-proposal Conference**

A **mandatory** pre-proposal conference will be held at **10:00AM**, EDT Time, on **March 29<sup>th</sup>, 2007** at the Department of Public Works at 20 Washington Avenue, Scarborough, ME 04074. The purpose of the conference is to discuss the scope of work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

### **2.03**

#### **Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Town's request.

### **2.04**

#### **Supplemental Terms and Conditions**

Proposals must comply with Section **1.08 Right of Rejection**. However, if the Town fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP, or that diminish the Town's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the Town's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **2.05**

#### **Clarification of Offers**

Communications by the Purchasing Agent or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the

Purchasing Agent or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

## **2.06 Discussions with Offerors**

The Town may conduct discussions with offerors. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Purchasing Agent. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Purchasing Agent. Discussions, if held, will be after initial evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Agent may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

## **2.07 Prior Experience**

*Please see evaluation criteria for prior experience information.*

## **2.08 Evaluation of Proposals**

The Purchasing Agent and Director, or an evaluation committee will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **2.09 F.O.B. Point**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location in the Town of Scarborough.

## **2.10 Contract Negotiation**

After final evaluation, the Purchasing Agent may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Town may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

Contract negotiations will take place in **Scarborough, ME**, therefore the offeror will be responsible for their travel and per diem expenses.

### **2.11 Failure to Negotiate**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the Town, after a good faith effort, simply cannot come to terms;

the Town may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

### **2.12 Notice of Intent to Award — Offeror Notification of Selection**

After the completion of contract negotiation the Purchasing Agent will issue a written Notice of Intent to Award and send copies to all offerors. This will set out the names of all offerors and identify the proposal selected for award.

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Intent**

This RFP is intended to result in the purchase of one (1) Heavy-Duty 10 Wheel Snow Plow Truck with Dump Body, Plow Gear, Lighting, and all Controls assembled and ready for work for the Department of Public Works. The Town may wish to negotiate with the successful contractor for additional equipment in current or future budget years.

### **3.02 Contract Approval**

This RFP does not, by itself, obligate the Town. The Town's obligation will commence when funds are appropriated by the Town Council, and the contract is approved by the Town Manager, or the Town Manager's designee. Upon written notice to the contractor, the Town may set a different starting date for the contract. The Town will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Town.

### **3.03 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **3.04 Additional Terms and Conditions**

The Town reserves the right to add terms, conditions, and specifications during contract negotiations. These terms, conditions, and specifications will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.05 Insurance Requirements**

The successful offeror must provide proof of acceptable insurance prior to contract approval.

Offerors must review the information contained in APPENDIX 'A' attached for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Town Manager or his designee. Objections to any of the requirements in APPENDIX 'A' must be set out in the offeror's proposal.

### **3.06 Contract Funding**

Payment for the contract is subject to funds to be appropriated and identified in the fiscal year 2008 budget.

### **3.07 Proposed Payment Procedures**

The Town will make a single payment when all of the deliverables are received and the contract is completed and approved by the Director.

Under no conditions will the Town be liable for the payment of any interest charges associated with the cost of the contract.

The Town is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be in U.S. currency.

### **3.08 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Director. The Town may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the Director determine that corrections or modifications are necessary in order to accomplish its intent, the Director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Town to terminate the contract. In this event, the Town may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.09 Termination for Default**

If the Director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Town may, by

providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

### **3.10 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the Director has secured any required approvals necessary for the amendment and issued a written contract amendment.

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01 Background Information**

The department of Public Works central role is to provide for the management, care, maintenance, design and construction of public infrastructure. The department is the primary caretaker for the Town's streets. We ensure the aesthetic image and safe environment desired by the community through scheduled street sweeping, snow plowing and ice control, proper signage, street striping and graphics and maintenance of streets, sidewalks, stormdrains and catchbasins in the Town's right-of-way.

Snow plowing and ice control is perhaps the most critical aspect of Public Works operations. Public Safety depends on the proper and timely clearing of snow and ice for all Town roads. Public Works currently plows, salts and sands 169.3 centerline miles of roads. To accomplish this task we have 15 plow routes. Each driver plows anywhere from 8 to 17 centerline miles per route depending on the nature of the roads. The routes with fewer miles are primary residential routes while the longer routes are rural and main line in nature. During the course of a typical winter season the department spreads approximately 1,800 tons of salt and 5,000 tons of sand. We take our responsibility very seriously and expect our vendors to support us with the same dedication and seriousness we give to the Town.

## **SECTION FIVE SCOPE OF WORK**

### **5.01 Scope of Work**

The Town of Scarborough Public Works Department is soliciting proposals for a 10-wheel snowplow truck. The truck will be fully equipped to perform all hauling and snow-plowing duties. The successful proposal will offer to provide a truck that will perform to the high standards the Town's Public Works Department has to come to expect from its equipment.

It will be the responsibility of the submitter to familiarize themselves with the unique demands of snow plowing in the Town of Scarborough given the suburban and rural character of the Town. Any product

offered must have been available to the general public for no less than five (5) years. It will be the responsibility of the submitter to familiarize themselves with existing equipment the Town currently operates.

## **5.02 Minimum Requirements**

The following are minimum requirements the Public Works Department has set out as a basis for the proposal. If a proposal chooses to offer an alternative to these minimum requirements, such alternative should be clearly marked.

- A. ENGINE:
  - 1. Turbo-charged diesel with minimum 300 peak hp
  - 2. Minimum torque of 1050 LB. @ 1200 rpm
  
- B. TRANSMISSION:
  - Automatic, equipped to handle offered hp and torque
  
- C. FRONT AXLE:
  - Minimum 18,000 LB. capacity
  
- D. REAR AXLE:
  - Minimum 46,000 LB. capacity with driver-controlled, main-locking differential
  
- E. CAB:
  - 1. Air Ride cab suspension
  - 2. Premium interior
  
- F. TRUCK WARRANTY:
  - 1. It is the practice of the town to purchase extended warranties
  - 2. Specify base warranty
  
- G. TRAINING:
  - Specify method of training for Public Works technicians
  
- H. PLOW GEAR:
  - 1. 10' Wing with heal and tow hydraulically activated for shelving
  - 2. 11' Dust pan plow
  - 3. Maximum single-pass clearing width of 13'6"
  
- I. BODY:
  - Stainless steel body, sized to truck
  
- J. SPREADER:
  - Hopper/spreader unit manufactured from stainless steel
  
- K. WET SYSTEM:
  - 100-Gallon capacity truck for spraying liquid calcium

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The Town discourages overly lengthy and costly proposals, however, in order for the Town to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **6.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the Town should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03 Technical Proposal**

Discuss in detail the specifications of the proposed equipment.

### **6.04 Staff Training and Support**

Offerors must provide comprehensive narrative statements with regards to their training and support to be provided to the Town's Public Works Department.

### **6.05 Dealer Experience, Reputation, Location and Proposed Warranty**

Offerors must provide specific examples of experience and qualifications related to accomplish the work called for in this RFP. As well offerors should discuss in detail their proposed warranty for the equipment proposed in the technical proposal section.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed as well as the location of the service provider for this equipment.

### **6.06 Cost Proposal**

Cost proposals should include the price to assemble and deliver the equipment outlined in the firm's proposal which meets the minimum requirements outlined by the Town.

**SECTION SEVEN  
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS CONTRACT IS 100**

**7.01**

**Technical Proposal (30 Percent)**

The Equipment proposed meets the minimum requirements as outlined, as well as meet or exceed the requirements of the Public Works Department relative to the operation of its equipment, the unique conditions which exist within the Town of Scarborough, etc.

**7.02**

**Staff Training and Support (25 Percent)**

Proposer provides extensive training and support. The department has skilled technicians and typically expects in depth training. Past vendors have supplied training for Public Works staff at a remote facility. All expenses associated with the training have been paid for by the vendor.

The proposer provides high level “after the sale” support. For example, is special contact information provided and what will be the response time for parts and technical support?

**7.03**

**Dealer Experience, Reputation, Location and Proposed Warranty (25 Percent)**

Proposer has extensive experience building heavy duty plow trucks and experience with municipalities as well.

Proposer has proposed detailed warranty information to accompany the unit as well as additional extended warranties and provided costs for such. The Town has purchased extended warranties in the past for its equipment.

**7.04**

**Cost of Proposed Equipment (20 Percent)**

***Converting Cost to Points***

The lowest cost proposal will receive the maximum number of points allocated to cost.

**SECTION EIGHT  
ATTACHMENTS**

**8.01  
Attachments**

**PROPOSAL EVALUATION FORM**

**EVALUATION CRITERIA AND SCORING**

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

*SAMPLE FORM*

**RFP 03-2007/Public Works Department 10 Wheel Snowplow Truck**

Evaluation Criteria		Percentage
	1) Technical Proposal	30%
	2) Staff Training and Support Dealer Experience, Reputation, Location and Proposed	25%
	3) Warranty	25%
	4) Cost of Proposed Equipment	20%
		100%

	Firm Name				
Criteria number					
	1) 0%	0%	0%	0%	0%
	2) 0%	0%	0%	0%	0%
	3) 0%	0%	0%	0%	0%
	4) 0%	0%	0%	0%	0%
<b>Total Score</b>	0%	0%	0%	0%	0%

Evaluated by

## **Appendix A Insurance and Indemnification Requirements**

**INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**INSURANCE:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

### **Proof of insurance is required for the following:**

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

### **WORKERS COMPENSATION:**

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engage in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

### **LIABILITY INSURANCE:**

The Contractor shall carry and maintain, until final written acceptance of the work by the Town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town of Scarborough and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. An umbrella policy in the amount of \$400,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the operation of the contract.

**AUTOMOTIVE LIABILITY INSURANCE:**

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000 / \$100,000 aggregate.