

TOWN OF NORTH ANDOVER



INVITATION FOR BIDS

CUSTODIAL SUPPLIES (SCHOOL DEPARTMENT)

May 13, 2019

Contact	Jim Mealey
Address	Assistant Superintendent Finance & Operations North Andover School Department 566 Main Street North Andover, MA 01845
Telephone Number:	978-794-1503
Fax Number:	978-794-0231
Email	mealeyj@northandoverpublicschools.com

Table of Contents

1. Introduction.....	3
2. Submission Deadline and Instructions.....	3
3. Questions, Addendum or Proposal Modifications.....	4
4. Estimated Quantities.....	4
5. Minimum Criteria	4
6. Evaluation of Bids.....	5
7. Rule for Award	6
Appendix A – Bid Submission.....	7
Standard North Andover School Department Contract.....	9
Certifications.....	21

1. Introduction

The North Andover School Department ('School Department') is soliciting bids from qualified companies to furnish custodial supplies for the period of July 1, 2019 through June 30, 2020. Qualified companies are requested to submit bids to the Business Office at the North Andover School Department, 566 Main Street North Andover, MA, in accordance with the instructions contained within this Invitation for Bids (IFB).

Notice of this IFB is published in the Goods and Services Bulletin (which is a weekly publication of the Office of the Secretary of the Commonwealth), COMMBUYS (the Commonwealth of Massachusetts' electronic market center), the Eagle-Tribune (a newspaper of general circulation) and posted on the Town website (www.northandoverma.gov) under "Bids & Proposals"

The North Andover School Department may cancel this IFB or reject in whole or in part any and all proposals, if they determine that cancellation or rejection serves the best interest of the North Andover School Department.

2. Submission Deadline and Instructions

Qualified companies are requested to submit the pricing proposal sheet (Appendix A) in a sealed envelope marked "Custodial Supplies" with the applicant's name and address on the front. Applicants should provide one (1) signed original proposal. Fax or electronic submissions will not be accepted. Applicants must also execute and include in the sealed submission the Certificate of Vote, Certificate of Non-Collusion, and the Certificate of Tax Compliance. The North Andover School Department, through the School Superintendent, is the awarding authority and reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Invitation for Bids if it is in the North Andover School Department's best interest to do so.

Proposals must be signed as follows: a) if the bidder is an individual, by her/him personally; b) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidder 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.

All sealed proposals must be received and registered by the Business Office by Wednesday, June 5, 2019 at 10:00 a.m. All outer envelopes must be labeled "Custodial Supplies" and mailed or hand delivered to the following address:

Mr. James Mealey
Assistant Superintendent Finance & Operations
North Andover School Department
566 Main Street
North Andover, MA 01845

No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the North Andover School Department is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 10:00 a.m. on the next normal business day.

3. Questions, Addendum or Proposal Modification

Questions concerning this IFB must be submitted in writing to: Mr. James Mealey, Chief Operations Officer, North Andover School Department, 566 Main Street North Andover, MA 01845, or they may be emailed to Mr. Mealey at mealeyj@northandoverpublicschools.com. All questions/inquiries must be received by 12:00 p.m. on Friday, May 24, 2019 to be considered. Questions/inquiries may be delivered, mailed, emailed or faxed. Written responses will be posted on the Town's website (www.northandoverma.gov) in "Bids & Proposals" by Tuesday, May 28, 2019 at 2:00 p.m.

If any changes are made to this IFB, an addendum will be posted on the Town's website in "Bids & Proposals". It is the sole responsibility of the bidder to ascertain the existence of any addenda and/or modifications issued by the School Department. As this IFB has been published on the Town's website (www.northandoverma.gov) all bidders are responsible for checking the website for any addenda and/or modifications that are subsequently made to this IFB.

The School Department accepts no liability for and will provide no accommodations to bidders who fail to check for amendments and/or modifications to this IFB and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the IFB language or any IFB component files. Modifications to the body of the IFB, Scope of Work, terms and conditions, or which change the intent of this IFB are prohibited and may disqualify a response.

All proposals submitted in response to this IFB shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

Bidders are not to communicate directly with any employee of the North Andover School Department, except as specified in this IFB, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this IFB.

Bidders may contact the Contact Person for this IFB in the event this IFB is incomplete or the bidder is having trouble obtaining any part of the IFB electronically through the Town's website (www.northandoverma.gov), including, and without limitation the form and attachments.

Bidder with disabilities or hardships that seek reasonable accommodations, which may include the receipt of IFB information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person, and reasonable accommodation will be made by agreement with the contact person on behalf of the Town of North Andover.

4. Estimated Quantities

The quantities listed in Appendix A are simply estimates for bid purposes only. The School Department will not be obligated to purchase in any specific quantity during the period of the contract.

5. Minimum Criteria

Each submission must demonstrate and document that it meets the following minimum criteria:

- A. Company has been in the business of selling the listed custodial supplies for a minimum of three (3) years.
- B. Company shall submit references of a minimum of three (3) Massachusetts school districts who are current major customers (more than \$10,000 in annual purchases) for the past two (2) years. References must include contact names, telephone number, and a general description of supplies purchased.
- C. Unit prices quoted shall remain firm for the specific period of the contract.
- D. Submission of required statements and forms.

6. Evaluation of Bids

Bids will first be examined for their responsiveness to what is requested in this IFB. Responsibility of the bidder will then be ascertained. Finally, the unit price for the product offered by each responsive and responsible bidder will be taken into account. The School Department is required to award the contract to the lowest responsive and responsible bidder on an item-by-item basis.

- Responsiveness

Bidders must completely fill out and submit the bid form and all other required forms. All supplies that are the subject of the bid must meet the minimum standards and specifications set forth including the standards by which the procurement officer will determine acceptability as to quality, workmanship, results of inspections and tests, and suitability for a particular purpose.

- Responsibility

Bidders must demonstrate that they meet the following measures of responsibility. The School Department will not award a contract to any bidder who cannot furnish satisfactory evidence of his ability and experience in this type of work and that he has sufficient plant and capital to enable him to prosecute and furnish the supplies as outlined. The School Department may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard.

In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

All costs not listed on the bid price sheet will not be considered part of the contract and therefore will not be paid. The North Andover School Department will not be charged fuel surcharges or administrative fees as part of any contract entered into as a result of this IFB. Additionally the North Andover School Department will not be charged late fees unless payment is not made within sixty (60) days of the receipt of invoice.

The North Andover School Department is a tax exempt entity so no sales tax will be assessed to any purchases made under this proposed contract.

7. Rule for Award

Contract(s) will be awarded on an item-by-item basis to the responsive and responsible bidder(s) offering the lowest price for each item listed. All successful bidders will be required to execute the standard North Andover School Department contract as attached

APPENDIX A - BID SUBMISSION

Contract(s) will be awarded on an item-by-item basis to the responsive and responsible bidder(s) offering the lowest unit price (price per case) for each item listed. All prices are to remain firm for the duration of the Contract.

In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

All submitted samples must be labelled with supplier's name and bid item number.

***NOTE: All unit prices must be F.O.B. prepaid to Atkinson School, 111 Phillips Brooks Road, North Andover, MA 01845**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Brand Name/Model</u>
1.	Plastic Liner Black, 38" x 58" 2 mil thickness Individually folded, Star Seal Liners, 100 per case Net Poly Weight 29.39; No nominal gauges accepted (sample required)	800 cases	\$_____/case	\$_____	_____
2.	Plastic Liner Black, 16" x 14" x 36" 16 Micon, 20 per case, 25 per roll (Note: must be rolled sleeves) (sample required)	250 cases	\$_____/case	\$_____	_____
3.	Toilet Tissue Scott's Kimberly Clark (reguard) 1 ply, White Interleaved Tissue 8½" x 4½" 36 rolls per case Must be Biodegradable (sample required)	288 cases	\$_____/case	\$_____	_____

4. Toilet Tissue (roll) 200 cases \$_____ \$_____/case _____
Biodegradable
2 ply, white
500 sheets per roll
96 per case
(sample roll required)

Addenda _____ are acknowledged: _____
Signature

Business Name _____

Business Address _____

Business Phone _____ Fax _____

Email Address _____

Name of Person Authorized to sign Price Proposal

Title of Person Authorized to sign Price Proposal

Signature of Above Person

NORTH ANDOVER SCHOOL DEPARTMENT

**CONTRACT
(GOODS / SERVICES)**

CONTRACT # _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the North Andover School Department (the “School”), and

Contractor: _____

Address: _____

Telephone Number: _____

Fax Number: _____

1. This is a Contract for the procurement of the following:

2. The Contract price to be paid to the Contractor by the North Andover School Department is:

3. Payment will be made as follows:

4. Definitions
 - 4.1 Acceptance:All Contracts require proper acceptance of the described goods or services by the North Andover School Department. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the School to insure that the goods or services are complete and are as specified in the Contract.

 - 4.2 Contract Documents: All documents relative to the Contract including (where used) Invitation to Bid, Request for Proposals, Instructions to Bidders/Proposers, Proposal Form,

General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period or 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.

- 4.3 The Contractor: The “other party” to any Contract with the School. 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. The Contractor’s relationship to the School is that of an independent contractor and not that of an agent or employee of the School.
- 4.4 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.
- 4.5 Goods: Goods, Supplies or Materials.
- 4.6 Sub-Contractor: 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.
- 4.7 Work: The services or materials contracted for, or both.

5. 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 _____, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the School, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the School is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. The School may immediately terminate or suspend this Agreement without liability on the part of the School for damages, penalties or other charges in the event the appropriation funding this Agreement is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement.

7. 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.

8. Termination and Default

8.1 Without Cause. The School may terminate this Contract at its sole discretion on seven (7) calendar days' notice when in the best interests of the School 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.

8.2 For Cause. If the Contractor is determined by the School to be in default of any term or condition of this Contract, the School 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.

8.3 Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the School; 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 School, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the School 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 federal or state law and/or regulations, and Town bylaws and/or regulations.

9. The Contractor's Breach and the School'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 North Andover School Department 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 and 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 School may keep the whole or any part of the amount for expenses, losses and damages incurred by the School 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.

10. Statutory Compliance

10.1 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 Massachusetts General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

M.G.L. Chapter 30B – Procurement of Goods and Services.

M.G.L. Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

M.G.L. Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, then it shall be understood that this Agreement shall 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.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and Federal Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, Scope of Business 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 School. 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 North Andover School Department, and its duly appointed agents against any claim or liability arising from or based on any violation whether by it or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

11. Conflict of Interest

Both the School and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws c268A), 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. c268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the School that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws c62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Affirmative Action; Non-Discrimination

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 c151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Condition of Enforceability Against the School

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

15. Corporate Contractor

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate or if a Limited Liability Corporation, a Manager's Certificate or other documentation satisfactory to the School 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 North Andover School Department unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, c181, §3, 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.

16. Liability of Public Officials

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

17. Indemnification

The Contractor shall indemnify, defend and save harmless the School, the School's officers, attorneys, 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 reasonable 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 School 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 School's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract.

18. 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 the Contractor shall indemnify the School for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the School evidence of such insurance prior to the execution of this Contract in a form satisfactory to the School before the same shall be binding on the parties thereto, except if specifically waived by the School.

18.1 The Contractor further understands and agrees that in rendering services to the School under this Contract that the Contractor is an independent contractor and not an employee of the School, that the Contractor is not covered by the Town's Workers' Compensation, or liability insurance, that the Contractor shall not make any claim against the School, its officers, agents and employees and that the Contractor indemnifies, holds harmless, and releases the School from any claims of the Contractor or of any other party that may arise in whole or in part out of or in connection with the work being performed by the Contractor.

19. 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 School, except as otherwise required by law. The Contractor shall comply with the provisions of Chapter 66 and Chapter 66A of the General Laws of Massachusetts

as they 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 School, in the United States or any other country. The School 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 School shall vest in the School. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the School 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.

20. Confidentiality

The Contractor shall comply with M.G.L. c66A if the Contractor becomes a “holder” of “personal data”. The Contractor shall also protect the physical security and restrict any access to personal or other School data in the Contractor’s possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the School’s public records, documents, files, software, equipment or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The School shall have access during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Assignment

The Contractor shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the School.

23. Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the School and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Contract. The School is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

24. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, and personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the School.

25. 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 c151, §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 c149, §§26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the School with the information described in General Laws c149, §27B.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the School 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.

27. Payment

The School 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 School of the work completed.

28. 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 Contract, 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.

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 of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts, 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 in the Contract and to the North Andover School Department by being sent to the School Superintendent, North Andover School Department, 566 Main Street, North Andover, Massachusetts 01845.

31. Binding on Successors

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

32. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

33. Contractor Certifications

33.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws c62C §49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws c151A, §19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

33.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity or group of individuals.

33.3 Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a corporation, the

Contractor certifies that it is in good standing with the office of the Secretary of State. If the Contractor is a foreign business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

33.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

33.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. c29, §29F, M.G.L. c30, §39R, M.G.L. c149, §27C, M.G.L. c149, §44C, M.G.L. c149, §148B and M.G.L. c152, §25C.

34. Additional Provisions:

34.1 Applicable to Contracts for the Procurement of Goods

34.1.1 "Goods" shall mean Goods, Supplies, or Materials, as described in the Contract.

34.1.2 Change Orders:

Change orders for contracts subject to M.G.L. c30B may not increase the total contract price by more than twenty-five (25.0%) percent and shall be in compliance with Massachusetts General Laws c30B, §13.

This Contract for purchase includes the following delivery, installation or setup requirements:

34.2 Applicable to Contracts for Services

34.2.1 "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.

34.2.2 Change Orders:

Change orders for contracts subject to Massachusetts General Laws c30B may not increase the total contract price by more than twenty-five (25%) per cent and shall be in compliance with Massachusetts General Laws c30B, §13.

34.2.3 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 c151, §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 c149, §§26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the School with the information described in General Laws c149, §27B.

34.2.4 Insurance:

The Contractor shall obtain and maintain the following insurance:

- 34.2.4.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 34.2.4.2 Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- 34.2.4.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of at least \$1 Million per person, and \$1 Million per accident. 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 School from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- 34.2.4.3 All required insurance shall be certified by a duly authorized representative of the insurers on the "MIA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted to the School prior to commencement of this Contract.
- 34.2.4.4 The School shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 34.2.4.5 Contractual liability must recognize the indemnities contained in this Agreement.
- 34.2.4.6 Coverages are to be maintained for a period of two (2) years after final payment.
- 34.2.4.7 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.

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

THE SCHOOL

THE CONTRACTOR

Division/Department Head

Company Name

School Superintendent Date

Signature Date

Print Name & Title

Federal Identification
No.: _____

APPROVED AS TO FORM:

Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

Town Accountant Date

CERTIFICATIONS

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 natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature _____

Date _____

Print Name & Title

Company Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____

Name of individual

Name of contractor

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of North Andover, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

CERTIFICATE OF VOTE

At a duly authorized meeting the Board of Directors of the _____ held on _____ it was

VOTED, THAT

_____ (Name) _____ (Officer)

of _____ be and hereby is authorized to execute contracts and bonds in the name and on behalf of said _____, and affix its corporate seal hereto; and such execution of any contract or obligation in the name of _____ on its behalf by such officer under seal of _____, shall be valid and binding upon _____.

I hereby certify that I am the clerk of the above named _____ and that _____ is the duly elected officer as above of said _____, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

_____ (Date) _____ (Clerk)