



**NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492**

August 2019

INVITATION FOR BID (IFB)

**TOWN OF NEEDHAM
20SCH060G
SCHOOL DEPARTMENT**

Nutrition Services Grocery Items

The Needham School Committee invites sealed bid proposals for **Nutrition Services Grocery Items**, for the one year period beginning **November 1, 2019 to October 31, 2020**. Copies of the bid requirements are available from the Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492, or may be downloaded from <http://www.needhamma.gov/bids.aspx>, **beginning Friday, August 30, 2019 at 9:00 AM**.

Bids are returnable to the office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492 until **Friday, September 27 2019, 10:00 AM**, at which time and place they will be publicly opened. Needham Public Schools reserves the right to reject, in whole or in part, any or all bids, if doing so serves the best interest of the School Department. The Needham School Committee acting through its Superintendent is the awarding authority.

Daniel E. Gutekanst
Superintendent of Schools
Town of Needham
Needham, Massachusetts

**Needham Public Schools
Procurement in Brief**

Primary Procurement Contact	Melane Bisbas Needham Public Schools School Business and Operations Coordinator 1330 Highland Avenue Needham, MA 02492 781-455-0400 x 11204 melane_bisbas@needham.k12.ma.us	
Event	Date	Details
Title	Nutrition Services Grocery Items	
Contract Number	20SCH060G	
IFB Available	August 30, 2019 9:00 AM	<p>Invitation for Bid packages are available from the Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492, or may be downloaded from http://www.needhamma.gov/bids.aspx.</p> <p>Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those materials using the Acknowledgement of Receipt form found in Appendix B and for checking the website periodically for any addenda that may be issued.*</p>
Pre-Bid Meeting	No Prebid is Scheduled	
Deadline for Written Questions	September 18, 2019 10:00 AM Needham Public Schools will not respond to questions submitted after the above date.	<p>Questions must be submitted in writing, via fax, email or US post to: Melane Bisbas School Business and Operations Coordinator Needham Public Schools 1330 Highland Avenue Needham, MA 02492 melane_bisbas@needham.k12.ma.us Oral communications are not binding on the School Department. Responses to questions submitted in writing will be forwarded to all persons on record as having received the IFB.</p>
Addenda	If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed or emailed to all bidders on record as having received the IFB. Addenda also will be posted to the Town of Needham bid website at http://www.needhamma.gov/bids.aspx .	
When and Where are Bids Due?	September 27, 2019 10:00 AM	Bids are due to the Office of the Assistant Superintendent for Finance and

	LATE PROPOSALS will not be accepted.	Operations, 1330 Highland Avenue, Needham, MA 02492 by the due date and time. If, on the bid due date, the above office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays.) Bids will be accepted at the same location until that date and time.
Number of Required Copies		One original + 3 copies of all forms
Bid Opening	September 27, 2019 10:00 AM	Bids will be publicly opened. Interested parties are invited to attend the bid opening.
Bid Surety (Bond) Requirements	Not Required	
Contract Award	Award will be made within 60 business days after the bid opening.	
Contract Length	November 1, 2019 – October 31, 2020 (12 Months)	
Upon Award of Contract		
Payment Bond	Not Required	
Performance Bond	Not Required	
Insurance	Refer to Contract Terms	
<p>* <i>Bid Acknowledgement</i></p> <p>It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in Appendix B. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.</p>		

NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492

August 2019

Nutrition Services Grocery Items
INVITATION FOR BID (IFB)

20SCH060G

I. INFORMATION & INSTRUCTIONS TO BIDDERS

1. Questions:

Bidders must read these specifications carefully. Questions about the specifications shall be submitted in writing via fax, email or U.S. post to the address specified below, no later than **September 18, 2019 10:00 AM**. Needham Public Schools will not respond to questions submitted after that date.

Melane Bisbas
School Business and Operations Coordinator
1330 Highland Avenue
Needham, MA 02492
781-455-0400 x11204
melane_bisbas@needham.k12.ma.us

Bidders also take note that ORAL COMMUNICATIONS ARE NOT BINDING ON THE SCHOOL DEPARTMENT. The School Department will respond to all questions submitted in writing and will forward responses to all persons on record as having received the IFB.

2. Downloading Bid Documents from the Town of Needham website

Bid documents, including addenda, may be downloaded from the Town of Needham website at <http://www.needhamma.gov/bids.aspx>. Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those bid materials using the Acknowledgement of Receipt form found in **Appendix B** and for checking the website periodically for any addenda that may be issued.

3. Bid Acknowledgement

It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in **Appendix B**. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.

4. **Bid Addenda**

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed, faxed or emailed to all bidders on record as having received the IFB. Addenda also will be posted to the Town of Needham bid website at <http://www.needhamma.gov/bids.aspx>.

5. **Pre-Bid Conference**

There will be no prebid conference.

6. **When and Where are Bids Due?**

Bids will be received by the Assistant Superintendent for Finance and Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **September 27, 2019 10:00 AM**, at which time and place they will be publicly opened.

7. **Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrollable events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays at the same designated time.) Bids will be accepted at the same location until that date and time.

8. **Late Submissions**

Bids received after the date and time specified shall not be considered. The Town of Needham assumes no responsibility for late submissions due to mail, courier or delivery delays.

9. **Submission Requirements**

- A. **Bids must be submitted in a sealed envelope**, clearly marked with the title of the bid and name of the bidder. If the bid is being sent by U.S. mail, the sealed bid envelope must be enclosed within a separate, sealed mailer envelope.
- B. Bids are to be prepared and submitted on the bid forms provided herein. Bids submitted on other forms, which are incomplete, or which are not signed, may be rejected.

Bid Form III, the Price Quote Solicitation Form, is available in Excel Format from the Town of Needham bid website at: <http://www.needhamma.gov/bids.aspx>. Bidders are invited to use this worksheet to submit their bid pricing, in conjunction with the printed Bid Form III. If the Excel worksheet is used, bidders must: a) save to a thumbdrive and include the thumbdrive in the sealed bid envelope, b) enclose a printed copy of the worksheet in the sealed bid envelope, c) make no changes to the items, manufacturer, units, or quantities therein and d) sign and return the printed Bid Form III in the sealed bid envelope.

- C. A bid must be signed as follows: 1) if a bidder is an individual, by him/her 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, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

D. Provide ONE ORIGINAL + 3 COPIES of the following items, completed in full and appropriately signed:

Bid Form I	Checklist of Bid Forms
Bid Form II	Bidder Information & Statement of Qualifications
Bid Form III*	Price Proposal
Bid Form IV	Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion Certificate of Corporate Vote
Excel File (if used)	Enclose a printed copy of the worksheet and the Excel File on thumbdrive in the sealed bid envelope. Bidders be sure to follow the submission requirements of Section I.9.C and to sign and submit hard copy Bid Form III.

10. **Premature Bid Opening**

The Town of Needham will not be responsible for the premature opening of any bid not properly identified. The School Department may reject bids, which are incomplete, not properly endorsed or signed, or which otherwise are contrary to these instructions.

11. **Bid Modifications or Withdrawals**

Bidders may correct, modify or withdraw a bid prior to the submission deadline. Requests to do so must be received by the Assistant Superintendent for Finance and Operations 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 bid.

After the submission deadline, bidders may not change the price or any other provision of the bid in a manner that is prejudicial to the interests of the governmental body or fair competition. The Needham Public Schools will waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the Needham Public Schools will correct the mistake to reflect the intended correct bid, and will notify the bidder in writing. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.

12. **Rejection of Bids**

The School Committee of Needham (Committee) reserves the right to reject in whole or in part any and all bids, if the Committee determines that cancellation or rejection serves the best interests of the District.

13. **Bonds**

Not Required

14. **Uniform Procurement Act (MGL Ch30B)**

Bids shall be prepared, considered, and the Contract awarded in accordance with Massachusetts General Law (M.G.L.) Chapter 30B, the Uniform Procurement Act, and applicable federal procurement statutes.

15. Proprietary Specification

This IFB includes the use of brand name products, as a standard for product quality. The use of proprietary specifications is permitted in this IFB as a way to establish a standard for the various quality characteristics of food that are acceptable to consumers. These quality characteristics include appearance, texture, flavor, federal grand standards and internal (chemical, physical and microbial) composition.

The Committee recognizes that market forces may affect the availability of food products from time to time, and that the identified brand name products may not always be available. In the event that an awarded product becomes unavailable due to market forces, the Committee authorizes the winning bidder to substitute a different brand name of equal or better quality, at the same or lower unit price, with the prior approval of the Nutrition Services Director. "Or equal" items must be equivalent in FDA standard, quantity, unit of measure and nutrient content to the brand specified to be considered acceptable to the NPS. Submitted quotes that are not marked as being equivalents shall be evaluated as being the brand name item specified. The Needham Public Schools will be the sole judge as to the fitness of any equivalent item, for the purpose intended in this bid. Samples may be requested before a final decision is made.

16. Prices Firm for 60 Days

All bid prices submitted in response to this IFB must remain firm for sixty (60) days following the bid opening, until a contract is executed, or the IFB is cancelled, whichever occurs first.

17. Taxes

Purchases made by the Needham Public Schools are exempt from the payment of all federal excise tax and the payment of Commonwealth of Massachusetts sales tax. As such, sales tax must not be included in the bid price. If requested, the School Department will provide the awarded bidder with a copy of the certificate of exemption.

18. Public Records

Under Massachusetts General Laws, the Needham Public Schools cannot assure the confidentiality of any materials or information that may be submitted in response to this Bid. Vendors who choose to submit confidential information, do so at their own risk. All materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law.) Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded. Unless specifically addressed by statute, the Town may charge five cents (\$0.05) per page for photocopies. The Town may charge the actual cost of reproducing a copy of a record that is not susceptible to ordinary means of reproduction, such as large computer records or over-sized plans. The Town may charge and recover a fee for the time in excess of two hours that an employee spends searching, redacting, photocopying and re-filing a record. The Town will provide a written, good faith estimate of the applicable copying, search time and segregation time fees to be incurred prior to complying with a public records request. The cost of performing a search and segregation of records generally will not exceed \$25.00 per hour.

19. Conflict of Interest

By executing a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is

a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts Conflict of Interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

20. Other Notices

Bid evaluation and contract award will be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

II. CONTRACT AWARD & BIDDER QUALIFICATIONS

1. Rule for Award/ Contract Issuance:

- A. One contract will be awarded under this invitation to bid to the responsive and responsible bidder with the lowest grand total price over the one year contract period, **November 1, 2019 through October 31, 2020.**

In the event that multiple responsive and responsible bidders submit the same grand total bid price, the Assistant Superintendent for Finance & Operations will re-calculate each year's bid price to determine the net present value of each payment, using a discount factor equal to 5%. The responsive and responsible bidder with the lowest grand total price, in net present value terms, will be named the low bidder. If the bid price re-calculation results in a tie between two (2) bidders, the contract award will be determined by a coin toss. The bidder whose submission was received earliest shall be assigned "heads" in the coin toss. In the event of a tie between three (3) or more bidders, based on the re-calculated bid price, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the School Department to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) School Department officials. The tie-breaker event shall be held at the School Administration Building at 1330 Highland Avenue, during regular business hours.

- B. Bidders must:
 - a. Submit a bid for all items.

- b. Not impose minimum shipment or purchase requirements on items covered by this solicitation.
 - c. Submit bids only for the specific unit size and quantity specified on Bid Form III.
 - d. Incorporate prepaid delivery charges into the bid price of each commodity.
- C. The contract period will be for the one year period: **November 1, 2019 through October 31, 2020.**
- D. The Needham School Committee will award one contract under this bid within sixty (60) business days after the opening of the bids.
- E. Should there be a reason why a contract cannot be awarded within the time referenced herein, the time for award may be extended for up to 60 additional days by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
- F. The Needham Public Schools reserves the right to reject any and all line item bids as determined to be in the best interest of the Town and to waive minor informalities.
- G. The NPS reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance NPS may have of subsequent service. It further reserves the right to withhold contract award when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions.
- H. The successful bidder must enter into the Short Form Agreement prepared by Town Counsel of the Town of Needham (Appendix A), or a contract in substantially similar format, and provide the requisite proof of insurance coverage.
- I. This Contract is subject to cancellation if funding is not appropriated or otherwise not made available.
- J. The award will be subject to satisfactory reference checks, conducted by the School Department.
- K. No contract with the Needham Public Schools is binding until it has been fully executed and a signed purchase order has been issued.

2. Bidder Qualifications:

- A. To be considered qualified under this bid:
- a. Bidders must provide all services specified herein, and comply with all bid submission requirements.
 - b. Bidders must provide evidence of satisfactory ability and experience to execute the requirements, specifications, and conditions of this Bid. This information will be provided on Bid Form I. If requested, a bidder may be required to submit additional evidence to demonstrate satisfactory ability and experience to the Needham Public Schools.

- B. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold contract award when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents. Needham Public Schools reserves the right to solely determine what constitutes satisfactory evidence of adequate ability, experience and/or capital to execute the bid requirements under this section.

III. *PURCHASE DESCRIPTION & SCOPE OF SERVICES:*

1. *Overview*

The bid will cover the provision of **Nutrition Services Grocery Items**, for the one year period beginning **November 1, 2019 through October 31, 2020**. A listing of items is presented on Bid Form III.

2. *Scope of Service & Quality Requirements*

Proposals must meet the following **REQUIRED MINIMUM CRITERIA** to be eligible for contract award:

- a. Food product(s) must be of high quality and are required to be furnished according to the product specifications.
- b. The bidder guarantees that upon inspections, any defective or inferior food product will be replaced in a timely manner without any cost to the Needham Public Schools or will be credited, if replacement is not able to be timely. The vendor will assume all costs for replacing inferior or defective product under this contract.
- c. The bidder must have a return policy which includes a full credit for foods that are discovered to be damaged, spoiled, adulterated, expired and/or incorrectly delivered. All credits from vendors must be issued within three days from vendor notification.
- d. The vendor must notify the NPS of any manufacturer's recall and issue credits appropriately. Both domestic and imported food products be identified on the product labels.
- e. Bidder must supply the quoted item for the entire contract period.
- f. In the event that a bid item is unavailable, bidders must notify the NPS Nutrition Services Department as early as the time an order is placed, but no later than 2:00 pm on the day prior to delivery.
- g. No substitutions shall be made except upon the prior approval of the Needham Nutrition Services Department's Director of Nutrition Services, and must be provided at same or lesser per-unit cost, and at the same or superior quality. The NPS reserves the right to reject any or all substitutes.
- h. The Committee recognizes that market forces may affect the availability of food products from time to time, and that the identified brand name products may not always be available. In the event that an awarded product becomes unavailable due to market forces, the Committee authorizes the

winning bidder to substitute a different brand name of equal or better quality, at the same or lower unit price, with the prior approval of the Nutrition Services Director. “Or equal” items must be equivalent in FDA standard, quantity, unit of measure and nutrient content to the brand specified to be considered acceptable to the NPS. Submitted quotes that are not marked as being equivalents shall be evaluated as being the brand name item specified. The Needham Public Schools will be the sole judge as to the fitness of any equivalent item, for the purpose intended in this bid. Samples may be requested before a final decision is made.

- i. Bidders must list the manufacturer’s name, code and the vendor code for all “Distributor Choice” items for which price quotations are submitted on the Price Quote Solicitation Form (Bid Form III.)
- j. Needham Public Schools reserves the right to request verification that the bidder is able to meet the specifications and grades for the products ordered.
- k. Bidders must accept phone, fax and electronic orders, and provide a toll-free line during normal business hours for order entry and service inquiries.
- l. Bidders may not bid any products that have transfat, which is any food that has 0.5 or more grams of transfat per serving.
- m. Nutrition and ingredient labels for all awarded items are to be submitted within 30 days of bid award to the NPS Nutrition Services Director. The labels must be submitted in hard copy format, as well as electronically by email or zip drive.
- n. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a “Buy American Provision,” Section 12(n), to the National School Lunch Act (NSLA) (42 USC 1760(n)), which requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. “Substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are: a) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or b) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The NPS is required by 7 CFR 3016.36(b) to monitor and ensure compliance with the Buy American provision. As such, bidders are required to certify the domestic percentage of the agricultural food component of commodities and products. Toward this end, a column is included in the Price Quote Solicitation Form (Bid Form III) for bidders to add a check mark next to each grocery item bid,

which they certify meets this provision. If the item bid does not meet the “Buy American” provision and the vendor feels it may warrant a waiver, bidders are asked to attach the argument for such and any relevant documentation for review.

- o. NPS reserves the right to examine all product packaging as the Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.

Minimum Delivery Specifications

- a. Scheduled deliveries are to be made over the contract period, generally once or twice a week per delivery site, at the discretion of the Director of Nutrition Services. Deliveries are to be made for the ordered items only.
- b. Deliveries shall be made at the school cafeterias only during the delivery times stated below, and **Not between the hours of 11:00 AM and 1:00 PM (LUNCH PERIOD)**. Deliveries are to be made inside the cafeteria storerooms/refrigerators must be signed for by the Cafeteria Manager or designee. **Drop shipments will be returned for credit.** Items that are delivered out of code expired and/or in unsatisfactory condition must be able to be returned for full credit. Deliveries are expected as per the day agreed upon between the Needham Public Schools Nutrition Services Director and the Vendor.
- c. If frozen or refrigerated products are delivered, the delivery person **MUST** put refrigerated products in the refrigerator and frozen products in the freezer.
- d. Bidders may **NOT** impose minimum shipment or purchase requirements for items covered by this solicitation. Quoted prices shall include delivery charges, prepaid by the Vendor. The quoted unit price must remain fixed over the life of the contract.
- e. NPS delivery locations, addresses and times are listed below:

Needham Public Schools 2019-2020		<u>Delivery Times:</u>
Addresses and Food Service delivery times and instructions		
(Note delivery times specific for safety of students out on school property)		
Broadmeadow School 120 Broadmeadow Rd. Needham, MA 02492	Deliver to cafeteria (back door) by dumpster (all the way thru parking lot)	6:30-11:00 <u>No deliveries from 8:00 – 9:00</u>
Eliot School 135 Wellesley Ave. Needham, MA 02494	From Central Ave, take Cedar (goes north, just west of Webster); then left on Wellesley Ave ext.- Go straight through, and around to back. Deliver to café back door by dumpster.	6:30-8:00 9:00 – 11:00 <u>No deliveries from 8:00-9:00 nor 1:30 – 3:00</u>
<u>New</u> Williams School 585 Central Avenue Needham, MA 02492	Delivery entrance is same as bus entrance, on south side of (left as facing) the school. Enter from Central Street, then Back up <i>delivery area-Door on left.</i>	6:30-7:55 8:45-10:15 No deliveries 7:45 to 8:45

Mitchell School 187 Brookline St. Needham, MA 02492	Deliver to café dock at back of school. (Tower Road, off Lindbergh Ave)	6:30-8:00 8:50-11:00 <i>No deliveries from 8:00-8:50</i>
Newman School 1155 Central Ave Needham, MA 02492	Central Ave, just west of Great Plain Ave. Right into school entrance, then right again. Follow arrows through parking lot to delivery dock.	6:30-11:00 <i>No deliveries from 8:30-9:15</i>
High Rock School 77 Ferndale Rd Needham, MA 02492	Linden Rd. off Great Pl. Ave. After Blake St., Right into school driveway. Follow driveway past pkg lot. Right to back of bldg. First door. No dock.	6:30 – 11:00 <i>No deliveries from 7:15–7-45</i>
Pollard Middle School 200 Harris Ave. Needham, MA 02492	Deliver to double doors in back parking lot. Get there via Bradford Road off Harris. Drive thru parking lot. See doors.	6:30-10:00 <i>No deliveries from 8:30-9:25 nor 11:30 – 12:30</i>
Needham High School 609 Webster St. Needham, MA 02494	Back loading dock off Webster	6:30-10:30

- f. In the case of school vacations, school cancellations and/or school holidays, delivery must be made on the next school day.
- g. The bidder must maintain a fleet capable of delivering foods at adequate temperatures at all times. Adequate temperatures are: frozen below 0 degrees Fahrenheit; refrigerated at 33-31 degrees Fahrenheit; and dry goods at 41-60 degrees Fahrenheit. The distribution facility and fleet must be HACCP certified.

Bidders must permit material to be procured via purchase order. Additionally, the winning Bidder must agree not to process orders from Needham Public Schools, until and unless it receives a signed Needham Public Schools purchase order or purchase order number. Orders for which a valid purchase order has NOT been issued will be considered to be unauthorized, and will not be paid.

3. Estimated Quantities

Quantities indicated on Bid Form III are estimates only, based on anticipated usage for eleven months, and may vary up or down from the estimated amounts. The NPS may increase the quantity of items procured through this solicitation, provided: (a) the unit prices remain the same or less; (b) the NPS Procurement Officer has specified in writing that an increase is necessary to fulfill the actual needs of the Town and is more economical and practical than awarding another contract; (c) the Town and Winning Bidder agree to the increase in writing; (d) the increase in the total contract price does not exceed twenty five (25) percent; and (d) the NPS, with the agreement of the winning bidder, may reduce the unit price for supplies or services or both specified in a contract to be paid by the Town at any time during the term of the contract.

4. Selection Process

The NPS will evaluate submitted price quotations to determine which bidder has submitted the lowest overall price. The Needham School Committee, acting through its Superintendent, will award a contract to the responsive and responsible bidder offering the lowest overall price for all bid items. Needham Public Schools reserves the right to reject any and all bids, when doing so is in the best interest of the Needham Public Schools.

**Bid Form I
Needham Public Schools
CHECKLIST**

Company Name: _____

<input type="checkbox"/>	Acknowledgement of Receipt Form (Appendix B), completed and returned, if bid materials downloaded from the Town of Needham bid website.
<input type="checkbox"/>	Bid Form II, Bidder Information & Statement of Qualifications, completed and signed. Include required General Program Information as an attachment to this form.
<input type="checkbox"/>	Bid Form III, Price Proposal, completed and signed.
<input type="checkbox"/>	Bid Form IV, Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion, completed and signed.
<input type="checkbox"/>	Bid Form V, Certificate of Corporate Vote, completed and signed.
<input type="checkbox"/>	<p>Bidder acknowledged all addenda, if any:</p> <p>Addendum #1, Dated _____</p> <p>Addendum #2, Dated _____</p> <p>Addendum #3, Dated _____</p> <p>Addendum #4, Dated _____</p> <p>Addendum #5, Dated _____</p> <p>Addendum #5, Dated _____</p>

Bid Form II
Needham Public Schools
BIDDER INFORMATION & STATEMENT OF QUALIFICATIONS

The following information is provided as evidence of the bidder’s qualifications to perform work, as bid upon, in accordance with the contract specifications. All questions must be answered. Additional data may be submitted on separate, 8.5 x 11 inch attached sheets.

BIDDER IDENTIFYING INFORMATION:

Company Name: _____
 Main Office Address: _____
 Official Mailing Address: _____
 Contact Person: _____
 Telephone Number: _____ Fax Number: _____
 E-Mail Address: _____

The named organizational entity submitting this Proposal is (check one):

Proprietorship Partnership Corporation

MINIMUM CRITERIA:

Please indicate whether the proposal meets the following minimum criteria:

Minimum Product Quality Specifications	Yes / No
1-Food product(s) must be of high quality and are required to be furnished according to the product specifications.	
2-The bidder guarantees that upon inspections, any defective or inferior food product will be replaced in a timely manner without any cost to the Needham Public Schools or will be credited, if replacement is not able to be timely. The vendor will assume all costs for replacing inferior or defective product under this contract.	
3-The bidder must have a return policy which includes a full credit for foods that are discovered to be damaged, spoiled, adulterated, expired and/or incorrectly delivered. All credits from vendors must be issued within three days from vendor notification.	
4-The vendor must notify the NPS of any manufacturer’s recall and issue credits appropriately.both domestic and imported food products be identified on the product labels.	
5-Bidder must supply the quoted item for the entire contract period.	
6-In the event that a bid item is unavailable, bidders must notify the NPS Nutrition Services Department as early as the time an order is placed, but no later than 2:00 pm on the day prior to delivery.	
7-No substitutions shall be made except upon the prior approval of the Needham Nutrition Services Department’s Director of Nutrition Services, and must be provided at same or lesser per-unit cost, and at the same or superior quality. The NPS reserves the right to reject any or all substitutes.	

<p>8-The Committee recognizes that market forces may affect the availability of food products from time to time, and that the identified brand name products may not always be available. In the event that an awarded product becomes unavailable due to market forces, the Committee authorizes the winning bidder to substitute a different brand name of equal or better quality, at the same or lower unit price, with the prior approval of the Nutrition Services Director. “Or equal” items must be equivalent in FDA standard, quantity, unit of measure and nutrient content to the brand specified to be considered acceptable to the NPS. Submitted quotes that are not marked as being equivalents shall be evaluated as being the brand name item specified. The Needham Public Schools will be the sole judge as to the fitness of any equivalent item, for the purpose intended in this bid. Samples may be requested before a final decision is made.</p>	
<p>9- Bidders must list the manufacturer’s name, code and the vendor code for all “Distributor Choice” items for which price quotations are submitted on the Price Quote Solicitation Form (Bid Form III.)</p>	
<p>10-Needham Public Schools reserves the right to request verification that the bidder is able to meet the specifications and grades for the products ordered.</p>	
<p>11-Bidders must accept phone, fax and electronic orders, and provide a toll-free line during normal business hours for order entry and service inquiries.</p>	
<p>12-Bidders may not bid any products that have transfat, which is any food that has 0.5 or more grams of transfat per serving.</p>	
<p>13-Nutrition and ingredient labels for all awarded items are to be submitted within 30 days of bid award to the NPS Nutrition Services Director. The labels must be submitted in hard copy format, as well as electronically by email or zip drive.</p>	
<p>14-Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a “Buy American Provision,” Section 12(n), to the National School Lunch Act (NSLA) (42 USC 1760(n)), which requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products.</p> <p>Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. “Substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are: a) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or b) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.</p> <p>The NPS is required by 7 CFR 3016.36(b) to monitor and ensure compliance with the Buy American provision. As such, bidders are required to certify the domestic percentage of the agricultural food component of commodities and products. Toward this end, a column is included in the Price Quote Solicitation Form (Bid Form III) for bidders to add a check mark next to each grocery item bid, which</p>	

they certify meets this provision. If the item bid does not meet the “Buy American” provision and the vendor feels it may warrant a waiver, bidders are asked to attach the argument for such and any relevant documentation for review.	
15-NPS reserves the right to examine all product packaging as the Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.	
Minimum Delivery Specifications	
1-Scheduled deliveries are to be made over the contract period, generally once or twice a week per delivery site, at the discretion of the Director of Nutrition Services. Deliveries are to be made for the ordered items only.	
2-Deliveries shall be made at the school cafeterias only during the delivery times stated below, and Not between the hours of 11:00 AM and 1:00 PM (LUNCH PERIOD) . Deliveries are to be made inside the cafeteria storerooms/refrigerators must be signed for by the Cafeteria Manager or designee. Drop shipments will be returned for credit. Items that are delivered expired and/or in unsatisfactory condition <u>must</u> be able to be returned for <u>full credit</u> . Deliveries are expected as per the day agreed upon between the Needham Public Schools Nutrition Services Director and the Vendor.	
3-If frozen or refrigerated products are delivered, the delivery person MUST put refrigerated products in the refrigerator and frozen products in the freezer.	
4-Bidders may NOT impose minimum shipment or purchase requirements for items covered by this solicitation. Quoted prices shall include delivery charges, prepaid by the Vendor. The quoted unit price must remain fixed over the life of the contract.	
5-Bidder must be able to make deliveries to all NPS delivery locations, specified on page 12 & 13 of Bid document.	
6-in the case of school vacations, school cancellations and/or school holidays, delivery must be made on the next school day	
7-The bidder must maintain a fleet capable of delivering foods at adequate temperatures at all times. Adequate temperatures are: frozen below 0 degrees Fahrenheit; refrigerated at 33-31 degrees Fahrenheit; and dry goods at 41-60 degrees Fahrenheit. The distribution facility and fleet must be HACCP certified.	

REFERENCES & OTHER:

1. List any work the firm has failed to complete, where and why:

2. Please identify five contracts, which are similar in size and scope to the proposed contract, in which you have performed work, preferably contracts held with Massachusetts municipalities. Include a contact name, address and phone number. Needham Public Schools reserves the right to contact these vendors for references:

1. _____
2. _____
3. _____
4. _____
5. _____

OTHER INFORMATION:

1. Has the proposal been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? Yes No
2. Has the Bidder placed any special conditions or restrictions in its Request for Proposals? Yes No (A yes response may be cause of rejection.) If yes, provide details or a reference to the applicable section of the bid response, on an attached sheet.
3. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? Yes No If yes, provide details or a reference to the applicable section of the bid response, on an attached sheet.
4. Is the Bidder prepared to provide the insurances as required? Yes No
5. Will the bidder be able to complete the services under this contract by the indicated date? Yes No
6. Is the Bidder prepared to execute the Town's contract if awarded? Yes No
7. Has the Bidder (Company) ever been debarred from doing business with any federal, state or local agency? Yes No If yes please provide the details (on a separate paper attached to this form) including agency name, date and reason for debarment.
8. Has the Bidder (Company) ever defaulted on a contract or has been rejected as non-responsive within the past five years? Yes No If yes please provide details.
9. Has the Bidder (Company) or anyone a party to the proposed contract ever failed to complete a contract awarded? Yes No If yes, provide details.
10. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check)? Yes No

SIGNATURE/ ACKNOWLEDGEMENT:

This section must be signed by an individual with the authority to commit the bidding entity to a binding agreement. If the Bidder is an individual, this section must be signed by the Bidder, personally. If a partnership, the Bid must be signed by the name of the partnership, followed by the signature of each partner. If a corporation, the Bid must be signed by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporate Seal affixed (see Bid Form V.)

The undersigned assures that this bid is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work. Additionally, the undersigned assures that he/she has informed himself/herself fully of the information presented in the RFP and that he/she has made his own examinations and estimates and from them makes this Bid.

The undersigned also understands that the School Committee reserves the right to waive any informalities in, to reject any and all bids, or any part thereof, and/or accept any bid or part thereof, or to select a bidder whose bid

is not the lowest, which it considers to be in the best interests of the Needham Public Schools and the Town of Needham.

With the above understanding, the undersigned proposes to comply in all respects with the specifications of this RFP and that, if awarded this contract, he/she will execute a contract within sixty business days, after presentation by the awarding authority, in accordance with the terms of this Bid.

Signature of Bidder *: _____

Name of Bidder: _____

Title of Bidder: _____ Date: _____

* If a partnership, additional partners should sign below:

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Bid Form III Price Quote Solicitation Form

Bid Form III, the Price Quote Solicitation Form, is available in Excel Format from the Town of Needham bid website at: <http://www.needhamma.gov/bids.aspx>. Bidders are invited to use this worksheet to submit their bid pricing, in conjunction with the printed Bid Form III. If the Excel worksheet is used, bidders must: a) save it to CD or thumbdrive and include the thumbdrive/CD in the sealed bid envelope, b) enclose a printed copy of the worksheet in the sealed bid envelope, and c) sign and return the printed Bid Form III in the sealed bid envelope.

- 1) Bidders may enter data in Columns B, E and H only
- 2) Bidders must submit a price for all items.
- 3) Quantities indicated on Bid Form III are estimates only, based on anticipated usage for one year and may vary up or down from the estimated amounts. The NPS may increase the quantity of items procured through this solicitation, provided: (a) the unit prices remain the same or less; (b) the NPS Procurement Officer has specified in writing that an increase is necessary to fulfill the actual needs of the Town and is more economical and practical than awarding another contract; (c) the Town and Winning Bidder agree to the increase in writing; (d) the increase in the total contract price does not exceed twenty five (25) percent; and (e) the NPS, with the agreement of the winning bidder, may reduce the unit price for supplies or services or both specified in a contract to be paid by the Town at any time during the term of the contract.
- 4) Bidders are expected to submit a price based on the specific manufacturer identified in Column D, unless "Distributors Choice" appears in Column D.
- 5) Bidders must list the manufacturer's name, code and the vendor code for all items listed as "Distributor Choice" in Column D. Indicate the manufacturer's name in Column E. Provide the vendor code in Column B.
- 6) Bidders must enter a Vendor Item number # in Column B for all items.
- 7) Bidders may not change Pack Size in Column F.

A	B	C			D	E	F	G	H	I
Bid Line #	Vendor Item #	DESCRIPTION	MANUFACTURER	MANUFACTURER # (if Known)	PACK SIZE	Projected usage	Bid Price	Total Cost		
		Meats/Entrees:	*NO SUBSTITUTES*							
		Chicken/Turkey:								
1		Chicken, BBQ Teriyaki	Yangs 5th Taste	15554-8	42#	10	\$ -	\$ -		
2		Chicken Tenders, Spicy	Tyson	005458-0928	10#	100	\$ -	\$ -		
3		DESCRIPTION	Brakebush	5260	10#	100	\$ -	\$ -		
4		Turkey Breast Roast/Foil	Jenni-o	219102	2/11# avg	10	\$ -	\$ -		
		Beef/Pork:								
5		Beef Crumbles Commodity Delivery Charge Only	Maid Rite	75156-93100	30#	50	\$ -	\$ -		
6		Beef Patties, RAW 5 oz	N Farms		33/5 oz	18	\$ -	\$ -		
7		Shaved Pork, RAW, Frozen	Old Neighborhood		10#	6	\$ -	\$ -		
		Vegetarian:								
8		Vegetarian Burger	Guiltless Cuisine	50318-125	36/4 oz	45	\$ -	\$ -		
		Frozen Bread:								
9		Pita Bread, Greek Style WHITE	Kronos	002105	12/10 ct	2	\$ -	\$ -		
10		Wrap, 12" WW	Solis		12/10 count	45	\$ -	\$ -		
		Frozen Other:								
11		Soup, Pho	Campbell Soup	000021850	4/3#	6	\$ -	\$ -		
12		Strawberries, IQF Whole	Dist. Choice		1/30#	30	\$ -	\$ -		
13		Rips 100% Juice Slush- Kiwi/Strawberry	Cool Tropics	19502	60/4 oz	30	\$ -	\$ -		
14		Rips 100% Juice Slush- Blue Raspberry	Cool Tropics		60/4 oz	30	\$ -	\$ -		
		Dressings/Condiments/Sauces								
15		Tartar Sauce	Kraft		200/75 oz	22	\$ -	\$ -		
		Miscellaneous Dry Items:								
16		Artichoke Hearts (quartered in water) - Made in the USA	Ambrosia		24/14 Oz	5	\$ -	\$ -		
17		Baby Corn, Whole Fancy	Dist. Choice		6/#10's	5	\$ -	\$ -		
18		Beans, Black Low Sodium	Dist. Choice		6/#10's	4	\$ -	\$ -		
19		Beans, Chick Peas Low Sodium	Dist. Choice		6/#10's	3	\$ -	\$ -		
20		Brownie Mix	Gold Medal	16000-11312	6/6#	5	\$ -	\$ -		
21		Corn, Whole Kernel Canned	Dist. Choice		6/#10's	4	\$ -	\$ -		
22		Corn Meal	Dist. Choice		12/24 oz	2	\$ -	\$ -		

23	Italian Dressing Mix	Foothill Farms	V408-EL190	12/7.6 oz	6	\$ -	\$ -	\$ -
24	Fajita Seasoning	Foothill Farms	V418-A J190	6/8.9 oz	2	\$ -	\$ -	\$ -
25	Rice Pilaf	Near East	05014	6/36 oz.	20	\$ -	\$ -	\$ -
26	Gelatin Mix, Orange	Dist. Choice		12/24 oz	6	\$ -	\$ -	\$ -
27	GF Pudding Cups - Chocolate	Dist. Choice		48/3.5 oz.	5	\$ -	\$ -	\$ -
28	GF Pudding Cups - Vanilla	Dist. Choice		48/3.5 oz.	2	\$ -	\$ -	\$ -
29	Peaches, Sliced	DelMonte	2001764	6/10's	5	\$ -	\$ -	\$ -
30	Saltines J/W	Dist. Choice		500/2 pack	3	\$ -	\$ -	\$ -
31	Honey	Dist. Choice		1/5#	3	\$ -	\$ -	\$ -
32	Sugar, Confectioners	Domino	401367	24/1#	4	\$ -	\$ -	\$ -
33	Butter, Solid Blocks	Cabot	0637	36/1#	10	\$ -	\$ -	\$ -
34	Cheese, Cheddar, Shredded ORANGE	Bongards	755711	4/5#	5	\$ -	\$ -	\$ -
35	Eggs, Liquid	Papatti's	46025-91200-00	15/2#	5	\$ -	\$ -	\$ -
36	Yogurt, Blueberry	Yoplait	70470-00302	12/6 oz	20	\$ -	\$ -	\$ -
37	Yogurt, Peach	Yoplait	70470-00307	12/6 oz	20	\$ -	\$ -	\$ -
38	Yogurt, Raspberry	Yoplait	70470-00301	12/6 oz	20	\$ -	\$ -	\$ -
39	Yogurt, Strawberry/Banana	Yoplait	70470-00313	12/6 oz	20	\$ -	\$ -	\$ -
40	Yogurt, Vanilla	Upstate Farms	9822	48/4 oz	700	\$ -	\$ -	\$ -
41	Yogurt, Blueberry	Upstate Farms	9816	48/4 oz	100	\$ -	\$ -	\$ -
42	Yogurt, Cherry Vanilla	Upstate Farms	9819	48/4 oz	100	\$ -	\$ -	\$ -
43	Yogurt, Strawberry	Upstate Farms	9815	48/4 oz	300	\$ -	\$ -	\$ -
44	Yogurt, Raspberry	Upstate Farms	9817	48/4 oz	100	\$ -	\$ -	\$ -
45	Yogurt, Peach	Upstate Farms	9818	48/4 oz	100	\$ -	\$ -	\$ -
46	Yogurt, Strawberry/Banana	Upstate Farms	9820	48/4 oz	200	\$ -	\$ -	\$ -
TOTAL						\$	-	\$ -

Bid Form III
PRICE QUOTE SOLICITATION FORM

D. Prompt Pay Discount(s):

Please indicate any prompt-pay discounts (and related conditions), and/or other cost-avoidance factors, which the Bidder proposes as a means of reducing the overall unit price to the Needham Public Schools:

Should the proposer require additional hours, employees, consultants, subcontractors or other assistance to complete the work required and/or meet the performance or quality requirements under this IFB, the proposer shall do so at no additional cost to the Needham Public Schools.

Signature of Bidder *: _____

Name of Bidder: _____

Title of Bidder: _____

Date: _____

* If a partnership, additional partners should sign below:

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Bid Form IV
Needham Public Schools
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION

I. Certificate of Compliance with Massachusetts Tax Laws:

Pursuant to Mass. Gen. L. Ch. 62C, Sec. 49A, the undersigned, acting on behalf of the Bidder, certifies under the pains and penalties of perjury that, to the best of my knowledge and belief, the Bidder has filed all state tax returns and paid all state taxes required under the laws of the Commonwealth of Massachusetts.

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

II. Certificate of Non-Collusion:

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:

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

Signature of Individual Submitting Bid

Print name of Person Signing Bid

Name of Business or Entity

Date Signed

Bid Form V
Needham Public Schools
CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____.
(Name of Corporation)

held on _____(1), at which all the Directors were present or waived notice, it was voted
(Date)

that _____ of this corporation, be it he or she, hereby is
(Name of Officer Authorized to Sign for Corporation)

authorized to execute bid documents, contracts and bonds in the name _____
(Corporate Office)

and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or Secretary)

Place of Business:

I hereby certify that I am the clerk/secretary of the _____ and that
(Name of Corporation)

_____ is the duly elected
(Name of Officer Authorized to Sign for Corporation)

_____ of said corporation, and that the above vote has not
(Corporate Office)

been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____ Date: _____ (2)
(Clerk or Secretary Date)

- (1) This date must be on or before the date of the Contract
- (2) This date must be on or before the date of the Contract

Affix Corporate
Seal Here

**APPENDIX A
SHORT FORM AGREEMENT
BETWEEN TOWN AND CONTRACTOR
M.G.L. 30B**

THIS AGREEMENT for **Nutrition Services Grocery Items** (hereinafter the "Project") is made the _____ day of enter month, 201 ____, by and between **enter name of company** a corporation (or partnership, etc.) organized under the laws of the Commonwealth of Massachusetts (or the State of _____), with a usual place of business at **enter legal address**, hereinafter called the Contractor, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its School Committee, hereinafter referred to as the Town.

WITNESSETH that the Contractor and the Town, for the consideration hereinafter named, agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description;
3. The Contractor's Bid dated **enter date**;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2. SCOPE OF THE WORK

The Contractor shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the Contractor agrees to do everything required by this Agreement and the documents.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be for an eight-month period, commencing on **XXXX** and ending on **XXXX**, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the Contractor and the Town, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

ARTICLE 4. THE AGREEMENT SUM

The Town shall pay the Contractor for the performance of this Agreement a sum NOT TO EXCEED \$ _____ [enter amount in words dollars], including all reimbursable expenses.

ARTICLE 5. PAYMENT

The Town shall make payment as follows:

- a. The Town shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month.
- b. With any invoice the Contractor shall submit evidence satisfactory to the Town that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c. If for any reason the Town makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article. Furthermore the Town is not responsible for any Invoice that does not reference the Town’s Purchase Order number that encumbered the funds to pay for services provided under this Agreement.
- e. Invoices for services procured under this Agreement are to be sent to: Attn: manager, title address

ARTICLE 6. PROMPT PAYMENT DISCOUNTS

The Contractor will allow a Prompt Payment Discount for payment made by the Town within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever

Prompt Payment Discount %	Payment Issue Date w/in
Enter Percent %	Enter Days

ARTICLE 7. TAX EXEMPT STATUS

The Town represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the Town becomes subject to any such taxes, the Town shall reimburse the Contractor for the tax paid by the Contractor on behalf of the Town. Any other taxes imposed on the Contractor shall be borne solely by the Contractor.

ARTICLE 8. NONPERFORMANCE

In the case of any default on the part of the Contractor with respect to any of the terms of this Agreement, the Town shall give written notice thereof, and if said default is not made good within such time as the Town shall specify in writing, the Town shall notify the Contractor in writing that there has been a breach of the Agreement and thereafter the Town shall have the right to terminate this Agreement and secure the completion of the work

remaining to be done on such terms and in such manner as the Town shall determine, and the Contractor shall pay for the completion of such work and reimburse the Town for all expenses incurred by reason of said breach. The Contractor in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the Contractor shall be determined by the Town and certified to the Contractor.

ARTICLE 9. TERMINATION

In addition to the provisions of Article 8, the Town shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The Town shall also have the right to immediate termination:

1. Any material misrepresentation made by the Contractor.
2. Any failure by the Contractor to perform any of its obligations under this Agreement including, but not limited to, the following:
 - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the Contractor's reasonable control;
 - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the Contractor's reasonable control;
 - iii. failure to perform this Agreement in a manner reasonably satisfactory to the Town;
 - iv. failure to promptly re-perform within reasonable time the services that were rejected by the Town 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 Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and
 - vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The Contractor shall have the right to terminate this Agreement if the Town fails to make payment within 60 days after it is due.

ARTICLE 10. EMPLOY COMPETENT PEOPLE

The Contractor shall employ only competent people to do the work. Whenever the Town shall notify the Contractor in writing that any person under the Contractor's employ is, in the Town's opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the Town.

ARTICLE 11. CHANGE IN SCOPE OF SERVICES

If this Agreement is pursuant to M.G.L. Ch. 30B, the Town may increase the quantity of supplies or services or both specified in this Agreement provided:

1. the unit prices remain the same or less;
2. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the Town and is more economical and practical than awarding another contract;
3. the Town and Contractor agree to the increase in writing;
4. the increase in the total Agreement price does not exceed 25 percent but a Agreement for the purchase

of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and

5. the Town, with the agreement of the Contractor, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the Town at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

ARTICLE 12. NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham:

Anne Gulati, Assistant Superintendent for Finance and Operations
Needham Public Schools
1330 Highland Avenue
Needham, Massachusetts 02492

The Contractor:

Enter Name & Title
Enter Company Name
Enter Address
Enter City, State, Zip

ARTICLE 13. INSURANCE

1. The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Agreement, and shall have the Town as an additional insured on the Contractor's liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
2. In the event this Agreement is for professional services, the Contractor shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ 25,000.
3. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town should coverage become unavailable or if its policy should change.
4. The Contractor shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.

5. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 14. INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Agreement.

ARTICLE 15. CORI CERTIFICATION

Services Do Require a CORI check Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the Contractor hereby acknowledges the right of the Town to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of Contractor's employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the Contractor also authorizes the Town to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 16. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 17. GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Town are rendered necessary as a result of the use of materials, equipment or

workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Town and at its own expense:

3. Make goods and services conform to this Agreement;
4. Make good all damage to the Town, or equipment or contents thereof, which, in the opinion of the Town, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
5. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 18. USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the Contractor or Contractor's Consultants shall become the property of the Town upon payment of sums due under the contract. The Town acknowledges the copyright of the Contractor and the Contractor's Consultants.
2. The Town may use the Drawings, Specifications and such other documents prepared by the Contractor or the Contractor's Consultants as needed for the construction, maintenance, repair, or modification of the Project.
3. The Town shall hold the Contractor and the Contractor's Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the Town or his representatives during any other construction not a part of this contract.
4. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph (j), Contractor shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by Contractor in the preparation of the bid documents, as reasonable determined by Town.

ARTICLE 19. GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 20. CONSENT TO VENUE

1. The Contractor agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the Contractor, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
2. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.

3. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the Contractor commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the Contractor shall dismiss its suit and be liable to the Town for the reasonable legal fees and costs needed to have the matter dismissed.
4. The Contractor hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.
5. The Contractor shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 21. WORK PRODUCT

Upon payment of all amounts due under this Agreement, the Town shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The Town agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the Contractor harmless from any liability of the Town's use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the Contractor shall provide to the Town a written form from the Subcontractor that he assents to this Work Product Article.

ARTICLE 22. SUBCONTRACTING

The Contractor shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the Town.

ARTICLE 23. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the Contractor as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the Town and the Contractor.

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the Contractor agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of

Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the Contractor (and every Subcontractor) shall file weekly certified payroll records with the Town for all employees who have worked on the Project. The Town and the Contractor must preserve said records for a period of not less than three years.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the Town, the Contractor acknowledges that the Town is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the Contractor based on said statute.

ARTICLE 27. CONFIDENTIALITY

The Contractor shall comply with Massachusetts General Law Chapter 66A 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 Town 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 Town's public records, documents, files, software, equipment or systems.

ARTICLE 28. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The Contractor shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Town 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.

ARTICLE 29. SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 30. CERTIFICATIONS

By executing this Agreement, the Contractor under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The Contractor is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the Contractor shall provide access to records to town officials; and the Contractor certifies that the Contractor and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The Contractor shall comply with all applicable federal, state, and local laws and regulations.

The Contractor certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the Town may not back-date this Agreement in

order to cover the delivery of performance prior to the Effective date. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by the Contractor outside the scope of the Agreement.

The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Town in writing if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Agreement.

The Contractor shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors of which the Contractor has knowledge, or learns of during the Agreement term. Contractors must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.

If incorporated, the Contractor certifies that it has identified the Contractor's state of incorporation, and the Contractor certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the Contractor is a foreign corporation, the Contractor certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Americans with Disabilities Act.; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

The Contractor, if paid from federal funding sources, also certifies that it complies with: E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" 18 U.S.C. 874 and 40 U.S.C. 276c (Copeland "Anti-Kickback" Act); 40 U.S.C. 276a to a-7 (Davis-Bacon Act, as Amended); 40 U.S.C. 327-333 (Contract Work Hours and Safety Standads Act); 37 CFR part 401 (Rights to Inventions Made Under a Contract or Agreement); 42 U.S.C. 6201 (Energy Policy and Conservation Act); 42 U.S.C. 7401 et seq., as amended (Clean Air Act); 33 U.S.C. 1251 et seq., as amended (Federal Water Pollution Control Act); 31 U.S.C. 1352, as implemented 34 CFR Part 82 (Byrd Anti-Lobbying Amendment); E.O.s 12549 and 12689 (Debarment and Suspension); Section 106 of "TVPA" (Trafficking Victims Protection Act of 2000); American Recovery and Reinvestment Act of 2009; Pub. L. 111-5 ("ARRA"), Section 1605 of ARRA; and 2 CFR part 176.140 (Buy American.)

ARTICLE 31. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The Contractor certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

CONTRACTOR: _____

By*: _____

Title: _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

TOWN OF NEEDHAM, by its Superintendent:

Daniel E. Gutekanst

This is to certify that I/we conducted the procurement in accordance with the Town’s policies and procedures.

Town Employee(s) Conducting the Procurement
Date:
Title(s):

This is to certify that the Department followed the procurement policies and procedures and that any goods and/or services procured under this contract are for the need of Town.

Department Manager
Title:
Date:

This is to certify that this procurement was made on behalf of the Town in accordance with the requirements of M.G.L., Ch. 30B.

Chief Procurement Officer

Date:

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

A/C#:

Town Accountant

Date:

Approved As To Form:

David S. Tobin, Town Counsel

Date:

**APPENDIX B
ACKNOWLEDGEMENT OF RECEIPT**

Release Date	August 30, 2019 9:00 AM
Bid Title	Nutrition Services Grocery Items
Bid Number	20SCH060G
Pre-Bid Conference	No Prebid is Scheduled
Questions Due	September 18, 2019 10:00 AM
Bids Due	September 27, 2019 10:00 AM

Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Needham Public Schools at 781-455-0434 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. **Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register.** Proposals from companies or individuals **not** acknowledging the addenda may be rejected as **not responsive**.

Name of Company or Individual (Print)	
Name/ Title of Contact (Print)	
Address (Line 1)	
Address (Line 2)	
Telephone Number	
Fax Number	
Email Address (Print)	
Signature	
Date	

* Addenda will be posted to the website. Please check the website before submitting your bid to the Needham Public Schools. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Needham Public Schools

