

Franklin County Technical School

# Sanitation and Ware Washing Products and Service for Schools

## Invitation for Bids

IFB #MSBG 2024 Sanitation Products and Service

Solicited on behalf of the following Cities and Towns, and School Districts: Abby Kelley Foster Charter Public School, Andover Public Schools, Arlington Public Schools, Assabet Valley Regional Technical High School, Belmont Schools, Billerica Public Schools, Braintree Public Schools, Brookline Public Schools, Danvers Public Schools, Dedham Public Schools, Dracut Public Schools, East Longmeadow, Franklin County Technical School, Gill-Montague Regional School District, Greater Lawrence Technical School, Greenfield Public Schools, Hampden-Wilbraham, Hatfield Schools, Hingham Schools, Keefe Regional Technical School, King Philip Regional, Littleton Public Schools, Milford Public Schools, Milton Public Schools, Nashoba Regional, Needham Schools, North Attleboro Public Schools, Orange Elementary School District, Ralph C. Mahar Regional School District, Scituate Public Schools, Silver Lake Regional & Kingston Public & Halifax, Somerville Public Schools, Wachusett Regional School District, Wakefield Schools, Waltham Public Schools, Watertown Public Schools, and any other Cities and Towns, and School Districts within the Commonwealth of Massachusetts.

*Franklin County Technical School  
82 Industrial Blvd.  
Turner's Falls, MA 01376*

## **Legal Notice**

Franklin County Technical School (FCTS) invites bids for the supply of Sanitation Products and Service to be provided F.O.B. the participating school districts listed below. FCTS will be the awarding authority on behalf of the Cities, Towns, and their School Districts. A contract will be awarded to the responsible bidder offering the lowest aggregate price for the specified goods. The term of the contract will be from July 1, 2024, to June 30, 2026. There will be no extensions for this IFB.

The bid is being issued by on behalf of the following Cities and Towns, and School Districts: Abby Kelley Foster Charter Public School, Andover Public Schools, Arlington Public Schools, Assabet Valley Regional Technical High School, Belmont Schools, Billerica Public Schools, Braintree Public Schools, Brookline Public Schools, Danvers Public Schools, Dedham Public Schools, Dracut Public Schools, East Longmeadow, Franklin County Technical School, Gill-Montague Regional School District, Greater Lawrence Technical School, Greenfield Public Schools, Hampden-Wilbraham, Hatfield Schools, Hingham Schools, Keefe Regional Technical School, King Philip Regional, Littleton Public Schools, Milford Public Schools, Milton Public Schools, Nashoba Regional, Needham Schools, North Attleboro Public Schools, Orange Elementary School District, Ralph C. Mahar Regional School District, Scituate Public Schools, Silver Lake Regional & Kingston Public & Halifax, Somerville Public Schools, Wachusett Regional School District, Wakefield Schools, Waltham Public Schools, Watertown Public Schools, and any other Cities and Towns, and School Districts within the Commonwealth of Massachusetts.

The Invitation for Bids (IFB) may be obtained online at [www.massbuyinggroup.com](http://www.massbuyinggroup.com), by emailing [info@food4schools.com](mailto:info@food4schools.com), or by phone at 603-630-7322 or beginning at 9:00 AM on Friday, April 19, 2024. FCTS reserves the right to cancel this bid, waive informalities, and to reject any or all bids.

Advertisements placed as follows:

MSBG Posted:	Friday, April 19, 2024
COMM Buys:	Friday, April 19, 2024
Goods & Services Bulletin Published:	Friday, April 19, 2024
Boston Herald Published:	Friday, April 19, 2024

---

## **Table of Contents**

Legal Notice.....	2
Section 1 - General Information .....	5
1. Overview .....	5
2. Timetable and Key Dates .....	5
3. Bid Documents Available .....	6
4. Vendor Conference .....	6
Section 2 – Bid Submission .....	7
5. Bid Submittal .....	7
6. Responsive and Responsible Bidders.....	7
7. Deliverables .....	8
8. Sanitation Products and Service Bid Worksheet.....	9
9. Required Bid Documents .....	9
10. Modifications to Bids.....	10
11. Questions .....	10
12. Addenda.....	10
13. Bid Opening .....	11
Section 3 - Bidder Qualification Requirements.....	12
14. Performance Capabilities.....	12
15. Subcontractors .....	12
16. Insurance .....	12
Section 4 - Award and Contract.....	13
17. Rule of Award.....	13
18. Timeframe for Award.....	13
19. Reserved Rights .....	13
20. Contract Term and Pricing .....	13
21. Contract Conditions.....	13
22. Withdrawal after Award.....	14
Section 5 - Product and Performance Terms .....	15
23. Quality Requirements and Performance Standards .....	15
24. Warranty.....	15
25. Method of Acquisition .....	16
26. Ordering and Delivery of Goods.....	16

---

27. Short Term Substitutions and Item Replacement.....	16
28. Returns.....	17
29. Product Recall .....	17
30. Invoicing/Delivery Slips.....	17
31. Payments by Eligible Parties.....	17
32. Rebate and Coupon Information .....	17
33. Auditing.....	17
34. Bid Coordination.....	18
35. Responsibilities of Participating School Districts .....	18
Section 6 – Applicable Laws .....	19
36. Applicable Laws.....	19
37. Federal Contracting Regulations Applicable to Vendors.....	19
Appendix A – Required Forms.....	21
38. General Bid Form .....	22
39. Statement of Competency .....	23
40. Certificate of Non-Collusion .....	24
41. Certificate of Tax Compliance.....	25
42. Certification of Compliance for Federally Funded Procurement .....	26
43. Conflict of Interest Certification.....	27
44. Certificate of Compliance with M.G.L. c. 151B.....	28
45. Certificate of Non-Debarment.....	29
46. Lobbying Activities.....	30
47. Equal Opportunity Requirements .....	31
48. HUB Certification .....	32
49. Acknowledgement of Specifications .....	33
50. Right to Know Law Page .....	34
<b>Appendix B – Sample Contract.....</b>	<b>35</b>

---

## **Section 1 - General Information**

### **1. OVERVIEW**

This is an Invitation for Bids (IFB) issued by the Franklin County Technical School (FCTS) to secure the provision of goods and/or services on behalf of the Cities, Towns and School Districts listed on the front page of this bid document. The participating school districts have joined together as the Massachusetts School Buying Group (MSBG) for the purposes of securing the products highlighted in this IFB.

A list of schools and Cities, Towns, and School Districts is provided in Attachment 2. Participation in this IFB as well as use of any contract resulting from this IFB is at the sole discretion of the participating City, Town, or School District's Food Service Director.

### **2. TIMETABLE AND KEY DATES**

The dates provided below are important to understand. The deadlines must be followed, both in responding to this IFB and in meeting the contract terms.

Bid Documents Available	Friday, April 19, 2024
Vendor conference Zoom meeting:	10:00 AM, Thursday, May 2, 2024
Deadline to submit alternate requests:	4:00 PM, Friday, May 3, 2024
Deadline to submit formal questions:	Thursday, May 23, 2024
Final formal addenda and question responses provided:	Friday, May 24, 2024
Bids are due on flash drive in a sealed envelope:	4:00 PM, Monday, June 3, 2024
Bid opening:	10:00 AM, Tuesday, June 4, 2024
Delivery times and arrangements between vendor and districts set:	Monday, August 5, 2024
Bid items in stock and ready for delivery:	Monday, August 5, 2024

### **3. BID DOCUMENTS AVAILABLE**

Bid documents will be made available on Friday, April 19, 2024, through the following means:

- Online at [www.massbuyinggroup.com](http://www.massbuyinggroup.com) on the Bids and RFPs page
- By e-mail to [info@food4schools.com](mailto:info@food4schools.com)
- By phone to Tim Goossens at 603-630-7322

### **4. VENDOR CONFERENCE**

There is a zoom vendor conference scheduled for Wednesday, May 1, 2024, Thursday, May 2, 2024 at 10:00 AM. Registration is required prior to the event. You may register using this link:

<https://us02web.zoom.us/meeting/register/tZYrf-CoqzMvHtMI8QzvkiDl8aKItXF7R-uJ>

---

## **Section 2 – Bid Submission**

### **5. BID SUBMITTAL**

Bids and all other required documentation must be submitted electronically on a single flash drive by 4:00 PM on Monday, June 3, 2024. The flash drive shall be enclosed in a sealed envelope clearly marked: “MSBG Sanitation Bid, do not open until Tuesday, June 4, 2024, 10:00 AM”.

Bids should be mailed to:  
Elizabeth Bouchard, Assistant to the Business Manager  
Franklin County Technical School  
82 Industrial Blvd.  
Turner's Falls, MA 01376

Questions regarding the submission steps and process will be answered by Tim Goossens ([info@food4schools.com](mailto:info@food4schools.com), 603-630-7322). Please reach out if you have questions or concerns on submission up to one hour before the bid deadline. No bids will be accepted after this day and time.

Bids must be signed as follows:

- If the bidder is an individual, by him/her/them personally.
- If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- If the bidder is a corporation, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed (e.g., Certificate of Corporate Vote).

### **6. RESPONSIVE AND RESPONSIBLE BIDDERS**

This IFB will be awarded to the RESPONSIVE and RESPONSIBLE bidder with the lowest aggregate price as described in the Rule of Award. To be considered responsive, a vendor:

- Must submit all required documents electronically on their flash drive, in PDF format as listed in the Required Documents Section 9 below by the bid due date and time.
- Must NOT alter or append the Bid Price Sheets in any way.
- Must NOT submit a conditional bid. A conditional bid is one that imposes any condition or conditions on a bid or changes the price or any other provision of a bid in a manner prejudicial to the interests of the jurisdiction or fair competition.
- Must submit a price for every item for which there is a projection

To be considered responsible, a vendor must demonstrate competency in the business of providing the goods and services specified in this IFB by conformance with the following criteria:

- a. Bidders must have an acceptable history of business dealings with MSBG, as determined by the MSBG Steering Committee, OR must have a minimum of 2 years' experience as a vendor for a school co-op or school district and provide 3 references upon request.
- b. Bidders must be authorized sellers of Sanitation Products and Service.

- c. Bidders must provision in Sanitation Products and Service consistent with normal lines of business.
- d. Incorporated to do business in Massachusetts or registered with the Office of the Secretary of the Commonwealth's Corporation Division as a Foreign Corporation and be able to provide proof.

## 7. DELIVERABLES

Each submission must include, at minimum, the following items. Any comments on these items are to be included, in writing, with your proposal. Please inform the contact person for this bid in the event you believe an item was inadvertently omitted from the bid.

- Installation and service of dish machine dispensing equipment as required for machines as listed in Attachment 2.
- Just in Time delivery of automatic dish washer products (detergent, rinse and sanitizer) as required for machines as listed in Attachment 2.
- Installation and service of hand dishwashing dispensing equipment as required for sinks as listed in Attachment 2.
- Just in time delivery of pre-measured detergent and sanitizer products for hand dishwashing for sinks as listed in Attachment 2.
- Cleaning product and dispensing or spray bottles for counters and tables.
- Dispensers and products for hand washing sinks.
- Products will be Green Seal certified and EPA certified if available.
- Provided spray bottles and other dispensing devices for measuring dispensing product as needed.
- Provide sanitizer test strips.
- Provide pre-measured laundry detergent.
- Provide signs and instructions for food service staff providing guidance on procedures.
- Provide training for food service staff on proper cleaning procedures, de-liming and maintenance of equipment as well as Sanitation and food safety topics.
- Conduct monthly inspection of school kitchens for food safety issues and HACCP documentation with written reports to be reviewed with the director.
- Provide access to a fee-based ServSafe Certification course, taught by certified instructors.
- Ensure service representative will visit on a 30 working day rotation, or as needed.
- Site visits will include education, support and routine checks along with correction action, if necessary.
- Guarantee a maximum 48-hour response time for emergencies.
- HACCP materials for each product to be provided in a single binder.



---

## 8. SANITATION PRODUCTS AND SERVICE BID WORKSHEET

The Sanitation Products and Service bid worksheet is Attachments 1. Vendors must provide pricing for every district on the bid worksheet in order to be considered responsive. Please enter your company name on the worksheet tab by double clicking on the tab itself.



For each district on the sheet, please enter following (yellow columns):

- Annual Cost 24-25
- Annual Cost 25-26
- Comment – any notes or comments about the line.

When the sheet is completed, please save it and include it with your electronic submission.

MSBG reserves the right to audit the bids for accuracy until the time of award and may request clarifying information from the vendor at any time up to the time of award. Vendors have 2 business days from the posted time of the bid opening to correct a price proposal if a mistake and the intended offer are clearly evident on the face of the proposal document.

## 9. REQUIRED BID DOCUMENTS

All bids are required to contain the following forms fully completed and signed (see relevant forms in the Appendices at the end of this document). Items 2-15 must be submitted as Word or PDF documents.

1. Bid Price Sheet (Attachment 1 in Excel only)
2. General Bid Form
3. Statement of Competency
4. Certificate of Non-Collusion
5. Certificate of Tax Compliance
6. Certificate of Compliance for Federally Funded Procurement
7. Conflict of Interest Certification
8. Certificate of Compliance with M.G.L. c. 151B
9. Certificate of Non-Debarment
10. Lobbying Activities
11. Equal Opportunity Requirements
12. HUB Certification

13. Acknowledgement of Specifications

14. Right to Know Law Page

15. List of Subcontractors (if necessary)

## **10. MODIFICATIONS TO BIDS**

A bidder may correct, modify, or withdraw a bid prior to the time and date set for the bid opening by mailing a revised flash drive to Franklin County Technical School at the address listed above. The flash drive shall be enclosed in a sealed envelope clearly marked: "MSBG Sanitation Bid REVISION NUMBER ##, do not open until Tuesday, June 4, 2024. 10:00 AM".

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of Franklin County Technical School or the participating Cities, Towns, and School Districts. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of FCTS, and the participating Cities, Towns and School Districts.

## **11. QUESTIONS**

Bidders are requested to immediately and thoroughly review the IFB and promptly notify Tim Goossens, Bid Coordinator of any ambiguity, inconsistency, or error which they may discover. No substantive inquiries will be accepted after 4:00 PM, Thursday, May 23, 2024, beyond those that seek simple clarifications about the bid submission process. Responses to inquiries will be issued as addenda.

If questions are received after 4:00 PM, Thursday, May 23, 2024, FCTS, in its sole discretion, will determine if additional addenda are required and whether to alter the bid due date. Prospective bidders will be advised of such activity.

FCTS reserves the right to disqualify any bidder that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.

The failure of any bidders to read and become familiar with any portion of this IFB will not relieve them from any of the obligations described herein, whether they may be required during review of the bids, or performance required under a contract.

## **12. ADDENDA**

Responses to inquiries regarding interpretation or clarification that affect all bidders and corrections or changes to the IFB will be issued as addenda. Addenda will be distributed via email to all parties that FCTS is aware have obtained the IFB and posted on the MSBG website. The last addendum is expected to be provided no later than Friday, May 24, 2024.

A copy of all addenda that are issued should be included as a PDF in the bid package and each addendum should be initialed in the bottom of the document by the bidder.

### **13. BID OPENING**

Submissions will be accepted until 4:00 PM on Monday, June 3, 2024. They will be publicly opened and read aloud at 10:00 AM on Tuesday, June 4, 2024. The bid opening location will be:

Franklin County Technical School Conference Room  
82 Industrial Boulevard  
Turner's Falls, MA 01376

The bid opening will be broadcast on zoom. Registration is required prior to the event. You may register using this link:

<https://us02web.zoom.us/meeting/register/tZ0vc-qprzlvHdb4dcMdKfkuccN7wrOdk0JZ>

Unforeseen Deterrents - If at the time of the scheduled bid opening, the designated site is unavailable due to circumstance beyond the control of FCTS, the bid opening will be automatically postponed (with or without notice to potential bidders) until 10:00 AM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the bid opening will be formally postponed with notification to all parties provided with the bid documents. Bids will be accepted until any postponement time.

---

## **Section 3 - Bidder Qualification Requirements**

### **14. PERFORMANCE CAPABILITIES**

Bidders must be capable of providing the specified goods and services on schedule as warranted as required in Warranty, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner.

### **15. SUBCONTRACTORS**

The use of subcontractors is acceptable. If the bidder intends to perform any or all work related to this contract through subcontractor(s), said subcontractor(s) names, business affiliations, and addresses must be attached with the bid and referenced to the appropriate work to be performed. Bidders agree to be responsible to ensure the legal and contractual compliance of named subcontractor(s). Use of subcontractor(s) not named in the bidder's bid is prohibited.

### **16. INSURANCE**

The selected vendor shall at all times during the term of the contract maintain insurance in full force and effect acceptable to Franklin County Technical School and the participating school districts. The selected vendor agrees to furnish FCTS with certificates of insurance or other evidence if requested.

#### **WORKER'S COMPENSATION**

Workers Compensation & Employers Liability	Per M.G.L. c. 149, s. 34 and c. 152 as amended.
--	---

#### **COMMERCIAL GENERAL LIABILITY**

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

#### **VEHICLE LIABILITY**

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

## **Section 4 - Award and Contract**

### **17. RULE OF AWARD**

A contract will be awarded to a single vendor based on the bottom-line price of the Bid Price Sheet for the 2 year period beginning July 1, 2024 and ending June 30, 2026.

Franklin County Technical School, in consultation with participating school districts, reserves the right to reject any bid in part or in whole based on past performance of the vendor and/or the best interests of any or all the members of the participating Cities, Towns, and School Districts.

### **18. TIMEFRAME FOR AWARD**

The bid award will generally take place no later than 2 weeks after the bid opening date at which time all parties will be notified.

### **19. RESERVED RIGHTS**

Franklin County Technical School reserves the right to:

1. Cancel this IFB solicitation at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
2. Accept or reject, in whole or in part, any and all bids as permitted by law.
3. Award a contract or contracts as it deems best serves the interest of FCTS and/or the Cities, Towns, and School Districts.
4. Act as its own reference and make such investigation as it deems necessary to determine the ability of the bidder to perform prior to execution of the contract.
5. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of the Cities, Towns, and School Districts.

### **20. CONTRACT TERM AND PRICING**

This solicitation is seeking fixed pricing for the 2024-2025 and 2025-2026 school years, beginning on July 1, 2024 and ending June 30, 2026.

All price entries and calculations submitted on this bid are considered by FCTS and the participating Cities, Towns and School Districts to represent the intent of the bidder.

There shall be no additional charges levied to any City, Town, or School District for fuel surcharge, membership fee or any other charge or fee.

### **21. CONTRACT CONDITIONS**

A sample copy of Franklin County Technical School's standard contract can be found in Appendix B. Vendors must be willing to sign this contract. FCTS will not accept a vendor's own terms & conditions.

Except as provided elsewhere in this IFB, there will be no change in the terms and conditions, bid prices, or

products offered during the contract periods.

The issuance of this solicitation does not constitute or imply a firm commitment by any eligible party to purchase goods or services from any contracted vendor.

Eligible parties will be the Cities, Towns, and School Districts under contract(s) awarded through this IFB. All transactions between eligible parties and contracted vendor(s) will be solely between those parties. Neither Franklin County Technical School, the participating Cities, Towns, and School Districts nor any other eligible party will be held liable by the vendor(s) or another eligible party for any loss or liability, other than payment for delivered products as may be limited herein, incurred as a result of this procurement.

This contract will be awarded and administered by Franklin County Technical School on behalf of the participating Cities, Towns, and School Districts. Any eligible party that purchases the goods and services of a selected vendor under any resulting contracts will be responsible for managing and directing the work of the selected vendor for all purchase orders and work orders initiated by the City, Town, or School District. If for some reason, a participating City, Town, or School District finds that any provisions of the signed contract are not being observed by the selected vendor, they can seek remedy directly from said vendor and notify FCTS of any issue relating to non-performance under the signed contract.

Either FCTS or the Vendor may terminate this agreement for cause upon fourteen (14) days written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner. FCTS shall have the right to terminate this agreement for its convenience upon fourteen (14) calendar days of written notice.

Massachusetts Chapter 30B: UNIFORM PROCUREMENT ACT, Section 17 requires each SFA to issue their own contract with the winning vendor. Any resulting contracts may be terminated for cause or convenience by the City, Town, or School District, according to the terms of the individual contract with the vendor. Resulting contracts may also be terminated for cause by the vendor according to the terms of the individual contracts.

## **22. WITHDRAWAL AFTER AWARD**

If a contract has been awarded and the awarded vendor, for any reason, seeks to withdraw from the contract, a 30-day written notice of intent must be submitted to Franklin County Technical School. The 30-day notice will begin on the date of receipt of the notice, and during this 30-day period all bid prices and specifications must be honored by the vendor. If a vendor, after having been awarded the bid, chooses to withdraw their bid, the vendor acknowledges that they may be considered non-responsible for subsequent bid cycles.

## **Section 5 - Product and Performance Terms**

### **23. QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS**

Sanitation Products and Service of high quality are required to be furnished and delivered inside the cafeteria storerooms.

All items offered shall be of the required pack and brand specified in this IFB or their equivalent or an approved alternative pack and brand and shall be subject to all federal and state regulations applicable thereto.

The buyers reserve the right to request samples of any or all items for which a bid is submitted for testing; samples to fully represent the items proposed. The brand and grade offered and accepted shall be supplied during the entire contract period.

Quantities of items are estimated and not guaranteed to be purchased in full during the contract period. This is particularly true in the event surplus commodities are furnished by the U.S. Department of Agriculture.

Pricing shall include delivery charges, prepaid by the vendor.

Bidders shall utilize only properly insulated, mechanically or thermostatically temperature-controlled refrigerated transport equipment. Such equipment must be capable of maintaining temperature to protect products. Cities, Towns, or School Districts reserve the right to reject the use of any trucking equipment by a carrier if it is not in a clean, sanitary condition and suitable for the hauling of all goods. All delivery personnel must demonstrate good customer service and should be neat and clean with good grooming practices.

If the contracted vendor fails to comply with the requirements of this section, "Performance Standards", the participating City, Town, or School District shall have the right to cancel its purchase without recourse by the vendor, provided the City, Town, or School District serves the vendor with a written demand to perform, citing its intent to cancel its purchase order and invoke this IFB provision if performance does not occur within three full business days of delivery of the demand. Such notice may be conveyed by e-mail, fax or other method that verifies delivery by electronic or witnessed means.

Additionally, failure on the part of the vendor or vendors awarded the contract or contracts to comply with any of the above terms contained in this IFB and the resulting contract could result in:

- A letter of nonperformance documenting the specific issues involved and the actions necessary to resolve the situation(s);
- Termination of Awarded Contract; and
- Determining the bidder is not a responsible bidder for future procurements

### **24. WARRANTY**

Vendors warrant (1) that the goods they sell are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects, and (4) that they are in conformity with any sample that may have been presented to the participating Cities, Towns, or School Districts.

## **25. METHOD OF ACQUISITION**

At the discretion of each participating City, Town, or School District, commercial credit cards (e.g., American Express, MasterCard, etc.) may be used to make purchases. All contract pricing will remain in effect, as will the buyers' tax-exempt status.

## **26. ORDERING AND DELIVERY OF GOODS**

Delivery dates and times will be agreed upon by the City, Town, or School District and the winning vendor. Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of vendor for excess labor charges. Deliveries shall normally take place Monday-Friday between 6:00 a.m. and 1:00 p.m.

Notice is to be provided on outs and potential delivery substitutes to each City, Town, or School District by noon of the business day before delivery via email.

The winning vendor shall communicate with the Food Service Director or other designee of each City, Town, or School District for a contingency plan at the beginning of the contract year for instances of snow days or other unforeseen school cancellations and how deliveries will be made/adjusted to accommodate.

Cities, Towns, or School Districts are not required to accept any product that is visibly damaged or adulterated in any manner. The winning vendor(s) shall replace any item received in unacceptable condition at no cost to the ordering facility in a timeframe acceptable to the City, Town, or School District.

All items will be delivered to an inside storage location acceptable to the receiver. No tailgate delivery will be accepted. No products shall be left outside the building at any time or in any place other than within the school kitchens.

## **27. SHORT TERM SUBSTITUTIONS AND ITEM REPLACEMENT**

Substitutions are defined as items that are offered in place of a regular bid item on a short-term basis resulting from issues such as transportation from the manufacturer, volume variations, manufacturer production issues etc. Foodservice directors or their designee from the participating Cities, Towns, or School Districts must be notified by noon of the day before delivery and approve of any substitutions. Substitutions are to be provided of a comparable quality, if available, at the bid price per unit. If an item of comparable quality is not available at the bid price per unit, the vendor shall discuss other possible substitutions with the director prior to the delivery day.

In the event of a manufacturer's permanent discontinuation of a bid item, the vendor shall notify the Bid Coordinator as soon as they are aware to discuss possible replacements of the same or superior quality in nutritional value, ingredients, CN data, and product formulation,

The vendor must provide full credit on and pick up of food incorrectly ordered or delivered by the next regular delivery. Full credit must be given, in a timely fashion, for foods that are discovered missing from the order, damaged, spoiled, adulterated, or expired.



## **28. RETURNS**

The awarded vendor(s) will guarantee that upon inspection, any defective or inferior supplies shall be replaced without additional costs to the participating Cities, Towns, or School Districts. The vendor will assume any additional cost accrued by the participating City, Town, or School District due to defective or inferior supplies.

## **29. PRODUCT RECALL**

The awarded vendor(s) must, upon receipt of a recall notice from the manufacturer or government, notify Franklin County Technical School, the MSBG Bid Coordinator, and the Cities, Towns, or School Districts who purchased the items being recalled, immediately by e-mail. Appropriate credit must be given for all recalled products.

## **30. INVOICING/DELIVERY SLIPS**

A delivery slip must be left at each school upon delivery, complete with the unit price, extensions, and totals. Delivery slips must be signed by the Food Service Manager or designee before responsibility will be accepted for payment of bills for these schools. If a delivery slip is not signed and the product delivered is in excess of what has been ordered, the participating City, Town, or School District will be required to only pay for the amount ordered.

## **31. PAYMENTS BY ELIGIBLE PARTIES**

Franklin County Technical School is not an eligible party under this IFB or any resulting contract(s). Neither is it a party to any resulting transactions, nor can it be held liable for false representations or non-payment by eligible parties which include participating Cities, Towns, and School Districts.

Eligible parties are not obligated to make payment to the vendors other than in a manner consistent with their normal payment schedules and as bound by normal commerce. Payments shall be made in U.S. dollars. Vendors may not require cash payment nor accept cash for any transaction associated with this IFB.

Payment terms vary by City, Town, or School District policy and will be agreed upon by the vendor and individual City, Town, or School District.

Purchases made by the Cities, Towns, and School Districts are exempt from payment of federal excise taxes and any such taxes must not be included. Federal excise tax exemption certificates, if required, will be furnished by the City, Town, or School District on request. The Cities, Towns, and School Districts are further exempt from payment of Federal Transportation tax and the Commonwealth of Massachusetts sales tax.

## **32. REBATE AND COUPON INFORMATION**

The winning vendor assumes responsibility to pass on all rebate and coupon information to all members of the participating Cities, Towns, and School Districts.

## **33. AUDITING**

The participating Cities, Towns, and School Districts, the MSBG Bid Coordinator, and Franklin County Technical School all retain the right to audit vendor's invoices for any and all bid items. The audit may take place at any location suitable to the participating Cities, Towns, and School Districts, and MSBG, including the offices of the vendor. The vendor will be given no less than 2 weeks' notice to assemble all relevant documents for review.

### **34. BID COORDINATION**

Franklin County Technical School is strictly the procurement agent for this Bid and is not responsible for the activities of the Bid Coordinator used by the participating school districts.

The participating Cities, Towns and School Districts receive the support of a Bid Coordinator, Tim Goossens of Food for Schools LLC, to determine the products they seek to purchase through this IFB. The awarded vendor(s) is required to work with the Bid Coordinator in managing product information. The Bid Coordinator will work collaboratively throughout the term of any contracts awarded through this IFB. The Bid Coordinator is not responsible for membership changes that might take place during the bid award or for deviations in purchase amounts from the projected volume.

Should the vendor determine, while preparing their response that an item is unavailable, there is no expectation that it will become available, and there are no reasonable alternates, the vendor is to contact Timothy Goossens by email at [info@food4schools.com](mailto:info@food4schools.com).

Once awarded, no item shall be deleted, changed, or discontinued by the vendor unless previously approved by the MSBG Bid Coordinator.

### **35. RESPONSIBILITIES OF PARTICIPATING SCHOOL DISTRICTS**

As per 7 CFR 210.21 Subpart E, participating school districts in their role as school food authorities are the party that must comply with the requirements of 7 CFR Part 3016 and 7 CFR Part 3019 as applicable, which implement the applicable Office of Management and Budget Circulars, concerning the procurement of all goods and services with school food service account funds. While the contract for purchases made through this IFB will be held by Franklin County Technical School with the awarded vendor(s) on behalf of participating school districts, use of this contract by participating districts does not relieve them from their obligations under federal law and regulation. School food authorities remain responsible for settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in connection with the federal school lunch program.

## **Section 6 – Applicable Laws**

### **36. APPLICABLE LAWS**

This procurement is conducted in conformance with M.G.L. c. 7, s. 22B and M.G.L. c. 30B and federal procurement regulations for the National School Lunch Program (see 7 CFR 210.21) and federal funds procurement generally (see 2 CFR 200.317-326). As per regulations, National School Lunch Program operators must ensure all costs are necessary, reasonable, allocable, and allowable per 2 CFR 200.403(a) and the applicable cost principles in 2 CFR part 200, subpart E, and that all procurements are conducted in a manner providing full and open competition consistent with Federal procurement standards in 2 CFR 200.318-.326 and in applicable Program regulations at 7 CFR Parts 210.21, 215.14a, 220.16, 225.17 and 226.22. Failing to conduct a competitive procurement process is in violation of Federal regulations.

Government entities are generally exempt from Massachusetts sales tax and U.S. excise tax. Vendors should require that participating Cities, Towns, and School Districts provide a tax-exempt certificate with their orders.

### **37. FEDERAL CONTRACTING REGULATIONS APPLICABLE TO VENDORS**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Vendors may not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

---

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **Appendix A – Required Forms**

The following forms on the pages below are required for submitting a bid.

---

### 38. GENERAL BID FORM

The accompanying Forms & Documentation are hereby submitted as a Bid in response to the subject IFB. All information, statements and prices are true, accurate, and binding representations of the Bidder's intentions and commitments in responding to this IFB.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Street

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

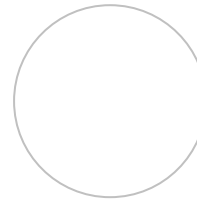
\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

Bidder acknowledges receipt of the Invitation for Bids (IFB) and Addendum No(s).\_\_\_\_\_, dated \_\_\_\_\_, and submits the attached Bid for this Invitation for Bids to Franklin County Technical School, on the authority of the undersigned and as dated below who by signing confirms and pledges to abide by and be held to the requirements of this IFB and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with Franklin County Technical School.

.  
Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)



\_\_\_\_\_  
Printed Name

(If a corporation, attach certificate of vote or  
apply corporate seal here)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date:

### 39. STATEMENT OF COMPETENCY

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this IFB.

I further attest to the following assertions:

- The Bidder has been in business for a minimum of 1 years.
- Provision of the items specified in this IFB is consistent with the Bidder's normal lines of business.
- The Bidder is incorporated, and if required licensed, to do business in Massachusetts.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

#### 40. CERTIFICATE OF NON-COLLUSION

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under M.G.L. c. 30B certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the Bid.

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

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



---

#### 41. CERTIFICATE OF TAX COMPLIANCE

“Pursuant to M.G.L. c. 62C, s. 49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.”

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

## 42. CERTIFICATION OF COMPLIANCE FOR FEDERALLY FUNDED PROCUREMENT

### Certification of Compliance for Federally Funded Procurement

The Contractor, if paid from federal funding sources, 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 Standards 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.)

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

### 43. CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this IFB.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full-time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining a Contract pursuant to this IFB upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. Bidder understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Bidder and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Invitation for Bids.
5. Bidder understands that the Bidder and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law, or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

#### 44. CERTIFICATE OF COMPLIANCE WITH M.G.L. C. 151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) c. 151B and shall not discriminate on any prohibited basis outlined therein. The Bidder also hereby certifies that it shall comply with any and all applicable Commonwealth of Massachusetts Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Invitation for Bids.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

#### 45. CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform Franklin County Technical School and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

## 46. LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

#### 47. EQUAL OPPORTUNITY REQUIREMENTS

I certify that all information, statements, and pricing made in my Bid are true, accurate, and binding representations of the Bidder's intentions and commitment in responding to this IFB. Any such representations that exceed the minimum requirements of the IFB constitute legal obligations on the part of the Bidder to perform as stated and that failure to so perform may be used by Franklin County Technical School as grounds to terminate the contract.

I certify that pursuant to 28 CFR Part 42.204 (d) my employment practices comply with Equal Opportunity Requirements and comply with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

#### 48. HUB CERTIFICATION

Historically Underutilized Business (HUB) Certification Vendors submitting bids that have been certified as Historically Underutilized Business (HUB) entities (Minority, Small Business, Woman Owned), are asked to indicate their HUB status when responding to this Invitation for Bid. I certify that my company has been certified as a Historically Underutilized Business (HUB). (Attach a copy of the HUB Certification to this form.)

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



#### **49. ACKNOWLEDGEMENT OF SPECIFICATIONS**

The undersigned certifies that they have read the IFB Specifications and agree to abide by these specifications should they be the successful vendor.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

## 50. RIGHT TO KNOW LAW PAGE

Any Bidder who receives an order or orders resulting from this invitation, agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, s. 8, 9, 10 and the regulations contained in 454 CMR 21.06 when deliveries are made. The Bidder agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F, s. 7 and the regulations contained in 454 CMR 21.05. Failure to submit an MSDS and/or label on each container will place the Bidder in noncompliance with the Purchase Order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action or prevent the Bidder from selling said substances or mixtures containing said substances within the Commonwealth. All Bidders furnishing substances or mixtures subject to M.G.L. c. 111F are cautioned to obtain and read the Law and Rules and Regulations referenced above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 (617-727-2834) for a fee.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

Authorized Agent of the Bidder:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Name (as used for tax filing)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Appendix B – Sample Contract**

The following pages contain a sample contract that Franklin County Technical School will enter into with the selected vendor.

**FRANKLIN COUNTY TECHNICAL SCHOOL  
AGREEMENT FOR GOODS AND SERVICES**

The Franklin County Technical School, acting by and through its School Committee and between the municipalities listed in the solicitation (hereinafter called the "Participants) and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter the "Vendor"). The VENDOR agrees to provide the goods and services detailed in the bid dated \_\_\_\_\_ and submitted \_\_\_\_\_ in response to the Invitation for Bids for grocery products for the Mass School Buying Group (hereinafter the Consultant) dated \_\_\_\_\_.

**1. PAYMENT**

The Participants agree to pay the Vendor for goods and services as further described in the Invitation for Bid Specifications. The Franklin County Technical School, which has facilitated the bid on behalf of the Participants, will in no way be responsible for the actions of the Participants, and each Participant accepts sole responsibility for payment due to the Vendor. All scheduling, acceptance of products/services, and invoicing shall be done directly between the Vendor and the individual Participant.

**2. CONTRACT DOCUMENTS**

The following documents, together with this Agreement, constitute the entire agreement between the parties, and any documents not appended to this Contract are hereby incorporated by reference thereto:

- a. Invitation for Bids, dated
- b. Vendor's Bid, dated
- c. Contract Period \_\_\_\_\_

**3. VENDOR'S RESPONSIBILITIES**

The Vendor agrees to provide the goods and services described in the Invitation for Bids. The Vendor shall always act as an independent contractor, not an agent for, partner, or joint venturer with the District. Title to said materials and services shall not pass to the Participants until delivered and/or performed and accepted by the Participant, and the risk of loss shall be that of the Vendor until delivered and accepted by the Participant.

**4. MODIFICATION, WAIVER OF CHANGE**

No modification, waiver, or change shall be made to the terms and conditions of this Agreement except as may be mutually agreed upon in writing by all parties hereto.

**5. COMPLIANCE WITH LAWS**

The Vendor shall strictly observe and comply with all applicable Federal, State, and local laws, regulations, rules, by-laws, and codes that may govern the work to be performed under this Agreement, such provisions being incorporated herein by

---

reference. The Vendor shall obtain all licenses and permits required to conduct activities pursuant to this Agreement.

#### 6. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and save harmless the Franklin Country Technical School, the Participants, and their respective officials, agents, and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses arising out of or resulting from any work performed under this Agreement including but not limited to any negligent acts, errors or omissions of the Vendor.

#### 7. TERMINATION

Franklin County Technical School may terminate this Agreement at any time for cause or convenience by giving the other parties fourteen (14) days of written notice. If such termination is without fault of the Vendor, the District shall pay the Vendor all compensation and reimbursements due to the Vendor up to the date of termination, including proportionate payment for completed portions of uncompleted work. Such payment shall not exceed the fair value of the work, as the District shall determine. Massachusetts Chapter 30B: Uniform Procurement Act, Section 17 requires each SFA to issue their own contract with the winning Vendor. Any resulting contracts may be terminated for cause of convenience by the City, Town, or School District according to the terms of the individual contract with the Vendor. Resulting contracts may also be terminated for cause by the vendor according to the terms of the individual contracts.

#### 8. APPLICABLE LAW

This Agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth.

#### 9. ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, if any, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

#### FRANKLIN COUNTY TECHNICAL SCHOOL

#### VENDOR

---

By: (Print Name)

---

By: (Print Name)

---

Signature

---

Signature

---

Date

---

Date