



Invitation to Bid

Custodial Supplies

Issue Date: May 25, 2022

IFB Due: June 17, 2022, 10:00a.m.

Last Date for Questions: June 10, 2022 4:30 PM

Mandatory Pre-Bid Meeting/Site Visit: None

Contact: Sandra Cashen cashens@dy-regional.k12.ma.us

May 25, 2022

Invitation to Bid Custodial Supplies

Section I-Overview

The intent of this request for quotation is to provide a **Custodial Supplies** for each school building within the District. The contract will run for a one-year period, from July 1, 2022 (FY23) through June 30, 2023(FY24).

We have enclosed the District's quotation submittal form that is available on our website: <https://www.dy-regional.k12.ma.us/district/facilities/pages/procurement>. If you have any questions, please contact Sandra Cashen, Facilities Manager (508) 398-7677 or 398-7670. You may drop your submittal off in the Procurement box located in the front of the Dennis-Yarmouth Regional School District Administration, 296 Station Avenue, South Yarmouth, MA **by Friday, June 17, 2022, 10:00AM** or mail it so it is **received no later than Friday, June 17, 2022, 10:00AM**.

Section II - General Requirements

- A. Bid to be submitted on attached Bid form. All Bids shall be in ink or typewritten and must be filled out completely.
- B. All Bids shall be signed correctly in ink by the individual or in the case of a firm, partnership or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the Bid.
- C. Sealed bids will be received at the Procurement Office drop (located in the back of the building to the right-hand side of the door) at Dennis-Yarmouth Regional School District Administration, 296 Station Avenue, South Yarmouth, MA 02664, or mailed to the above address by June 17, 2022, 10:00 A.M. Electronic bids will not be accepted. Bids must be submitted in a sealed envelope, plainly marked on the outside, "Custodial Supplies".
- D. Bid Sheet forms shall be filled in completely. Bids which are incomplete, conditional or obscure, or which contain additions not called for, will be rejected. Use the "Bid Sheet" pages of this document when submitting the Bid.
- E. Contractors may correct, modify or withdraw the original Bids on or before the date and time stated above. A Contractor who wishes to withdraw a Bid must make the request in writing prior.
- F. Any Bid received after the date and time above shall not be considered.
- G. A Contractor may withdraw a Bid after the public opening of the Bid only if a mistake is clearly evident on the face of the Bid document, but the intended correct answer is not evident.
- H. No award will be made to any Contractor who cannot satisfy the awarding authority that he/she has sufficient ability and experience in this class of work and sufficient capital and plan capacity to enable him/her to prosecute and complete the work successfully within the time named. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding. Conditional Bids will not be accepted.
- I. At the time of the opening of Bids, each Contractor shall have inspected the site and to have read and to be thoroughly familiar with the contract documents, including addendum thereto. The failure or omission of any Contractor to examine any form, instrument, or document shall in no way relieve any Contractor from any obligation in respect to their Bid.
- J. Each Contractor shall acknowledge receipt of any and all addendum issued to the request for Bid by so indicating on the Bid Sheet. Failure to do so shall be cause to reject the Bid as being non-responsive.

- K. The contract will be awarded, subject to the availability of funds, to the most responsive, responsible Contractor who offers the lowest price for the supply or service Bid provided it complies with all conditions and requirements set forth in the Bid document and further provided that the Bid, in the opinion of the awarding authority, is reasonable and is in the best interest of the School District to accept it. The School District reserves the right to reject any and all Bids.
- L. If at any time the Contractor is unable to furnish services as ordered by the awarding authority, the School District may order such materials or services from such places as are available and the Contractor shall pay to the School District all expenses incurred above the contract price. Unless otherwise specified in the Bid documents, the contract length shall be for a one-year period, from July 1, 2022 (FY23) through June 30, 2023(FY24).
- M. The Contractor will bill the School District after product is ordered. All orders must be accompanied with a purchase order.
- N. If services of the Contractor are subsequently deemed to be unsatisfactory to the School District and/or are in violation of these specifications, the School District shall notify the said Contractor in writing. If mutually agreeable arrangements cannot be achieved between the School District and the contractor, the contract will be terminated. Notice of termination shall be in writing and notification will be sent by registered or certified mail. Termination will become effective thirty (30) days after mailing said notification.
- O. The Contractor's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over Bid/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as through herein written out in full.
- P. Certificate of Non-Collusion-The Contractor **MUST** sign and submit a Certificate of Non-Collusion with the Bid Sheet.
- Q. Tax Compliance Certification-The Contractor shall also sign and submit a Tax Compliance Certification with the bid Sheet.
- R. Right-To-Know-The firm/individual receiving a Bid award from the School District will, at no expense to the School District adhere to the Massachusetts General Law Chapter 111F, "Right-to-Know-Law", as it shall apply to the items contained in the notice of award.

Discrepancies

Should a contractor find discrepancies or ambiguities in, or omissions from, the documents, or should be in doubt as to their meaning, he/she shall at once notify the Dennis-Yarmouth Regional School District Maintenance Office.

Section III – Detailed Description of Services and Requirements

1. The contractor will provide to the Facilities Manager, **Material Safety Data Sheets** to comply with OSHA regulations at the time of receipt of chemicals to be used. No vendor will be allowed to use any chemical that is not on file with the Dennis-Yarmouth Regional School District's Maintenance Office.
2. Supplies are to be delivered to the following location, July through June for each year of this contract. Orders will be on an “on call” basis as needed and must be shipped no later than three (3) days after order is placed. A call to the Maintenance Department at 508-398-7670 **must be made at least 30 minutes before delivery** so we may have available staff to accept the delivery at:

Dennis-Yarmouth Regional High School
Maintenance Loading Dock (located in the back of the high school)
210 Station Avenue
South Yarmouth, MA 02664
3. The unit price listed shall include F.O.B. transportation to the high school location with no additional cost to the District.
4. All items shall be first quality items. “Or equal”, items must equal the quality of specified item in all respects. We do not intend to change any dispensers in the district at this time, so products bid must fit current dispensers.
5. If a product to be quoted is different than specified herein, it should be so stated on the vendor response form. Use of specific trade names is not intended to limit competition. Whenever trade names are given, the additional words “or equal” are to be understood. Vendors may offer comparable item substitutes, but must clearly indicate by trade name the item to be supplied. The bidder should insert the brand name, manufacturer’s number or any other information necessary to identify “equal” articles offered. If dispensers need to be changed this must be approved and cost will be the responsibility of the vendor. Dennis-Yarmouth Regional School District reserves the right to require bidders to provide samples of “or equal” items or any other items bid, in order to determine acceptability.
6. Acceptability will be based upon which items are deemed to equal or exceed quality and/or performance of the specified item.
7. The delivery of specified items, in an acceptable condition, will be made to the loading dock at the Maintenance Building located in back of the Dennis-Yarmouth Regional High School. A call to the Maintenance Department at 508-398-7670 **must be made at least 30 minutes before delivery** so we may have available staff to accept the delivery. Deliveries shall be made between the hours of 8:00 AM and 2:00 PM on weekdays, unless otherwise stipulated or arranged.
8. The vendor shall remedy any defects due to the faulty materials or workmanship and pay for any damages to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final payment or from the date of the Owner’s substantial usage of the equipment, whichever is earlier. The Owner shall give notice of observed defects with reasonable promptness.
9. Each delivery person must be CORI approved see Appendix I.
10. The contractor shall have been in business for at least five (5) years.
11. The contractor shall have an office staffed Monday through Friday from at least 8:30 AM to 5:00PM.

12. The contractor shall respond to any call-in requests from the District within twenty-four (24) hours.
13. The contractor shall take notice of the Dennis-Yarmouth Regional School District *"Vendor/Contractor Guidelines"*, included in this document. Be advised that these guidelines will become part of the awarded contract.
14. The district reserves the right to terminate this contract if the services provided do not meet the terms of this quotation.
15. All staff servicing this account shall be required to submit to and pass a Criminal Offender Records Inquiry (CORI). Refer to Appendix I.
16. The District will not accept separate truck or travel charges-incorporate within the price.
17. The following are what we are looking for:
 - Paper Towels 8" white embossed TAD roll towel, 950' minimum, 1.75 core, roll diameter 8.1 max. 6 rolls/case, roll weight 3.70 lbs.
 - Toilet tissue 9" JRT JR 2 ply, 1000'/roll, 12 rolls/case, 1.75 lbs/roll
 - Trash bags 33x39 black, 22 microns, coreless roll, star seal, 250/cs 19.4 lbs/case
 - Trash bags 38x58 black, 40 microns, coreless roll, star seal, 100/cs 23.7 lbs/case
 - Foam Hand Soap 1000 ml Universal Fragrance and Dye Free

Term of Contract

The intent of this request for quotation is to provide a **Custodial Supplies** for each school building within the District. The contract will run for a one-year period, from July 1, 2022 (FY23) through June 30, 2023(FY24) .

Contract Award

The contract shall be awarded to the responsive and responsible Contractor offering the lowest price for all items for the one-year period.

Force Majeure

The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this Contract in accordance with the provisions of the section entitled "Termination of Contract."

Contract Termination

Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, conditions, or stipulations of the Contract, which failure or violation shall continue for seven (7) days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this Contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. This Contract may be terminated by either party with or without cause provided the other party is provided thirty (30) days' notice in writing. The SCHOOL DISTRICT shall pay the CONTRACTOR all moneys due for services satisfactorily performed through the date of termination.

Contract Payment

The District makes every effort to pay valid invoices within thirty (30) days. In order to receive prompt payment, all invoices must show appropriate purchase order or maintenance order numbers. All invoices must show labor, materials and mark-up separately. Labor shall indicate the number of hours at the respective quote rates. Billing shall be submitted on a monthly basis to the accounts payable department. The district does not pay late charges/fees.

Section IV - Insurance

1. **Indemnification**-To the fullest extent permitted by law, the Contractor shall indemnify, defend, and make harmless the School District, all of the Schools officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and cost of defending any action or claim, for or on account of any claim, loss, liability or 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, subcontractors and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with terms and conditions of this Contract, regardless of whether said claim is caused in part by the Schools or any third party. 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 contract with the Schools. The provisions of the Indemnification section shall survive the expiration or termination of this Contract.
2. **General Insurance**-The Contractor shall, before commencing performance of contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the School District. All such insurance carried should not be less than the kinds and amounts limit of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the School, the Contractor shall indemnify, and hold harmless the School, its offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependents pursuant to the contract.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the School District and its employees must be named as an additional insured and a certificate of insurance will be provided indicating requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the School District, Facility Department.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of the Contractor's policy renewal, updated insurance certificates shall be sent to the School District Facility Department.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other part and to the School District at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the contract.

All insurance coverage shall be placed with such company as may be acceptable to the School District and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**-The Contractor shall carry Commercial General Liability Insurance with each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000. 00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.
4. **Automobile Liability and Property Damage Insurance**-The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to the School District's approval.
5. **Worker's Compensation Insurance**-The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c.152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

The aforementioned insurance coverage shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover, their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by the School District.

Note: Certificates of insurance must be furnished immediately upon receipt of "Acceptance of Bid" letter.

Section V – Contractor Qualifications/Requirements

1. Contractors shall have a minimum of five (5) years of satisfactory performance of multiple contracts in similar size and scope of the proposed contract.
2. Contractors shall complete the attached reference form including current customers.

Section VI – Bid Submission Requirements

Contractors must submit the following: (Failure to submit the items identified below may disqualify the Contractor)

1. All Contractors **must** complete, execute and return the following forms:
 - a. Quote Submittal Form
 - b. Certificate of Non-Collusion
 - c. Tax Compliance Certification
 - d. Receipt of Addendum
 - e. Contractor's proof of being in business 5 years
 - f. Reference forms
2. All Contractors shall submit the following supporting documentation:
 - a. General History of company.
 - b. List of Board of Directors, owners (s), principal, as applicable.
 - c. Listing of employees who will provide services, hours, job description, and a staffing pattern, including a structure for supervision and accountability. The experience of the individual proposed to provide supervision shall be included.
 - d. Statement of Standard Operating Procedure for Safe Removal and disposals of sharps and protocol to inform the School District.
 - e. Statement of procedures for the performance of background checks of contractor's personnel (if applicable).
 - f. Statement of agency personnel training and staff development.

Section VII – Evaluation Criteria

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Minimum Criteria:

Responsive Bidders-Bids shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this IFB and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this IFB may be cause for rejection of the bid as non-responsive.

Responsible Bidders:

1. In business for a minimum of five (5) consecutive years.
2. Best price (lowest) meeting specifications.

Section VIII – Documents Incorporated by Reference

1. Legal Notice (Advertisement)
2. IFB Document and Vendor Bid Response Sheet

Bid Form
Due: June 17, 2022, 10:00AM

Company Name: _____

Company Address: _____

Telephone: _____ Fax: _____

Email: _____

Item Description	Estimated Quantity <i>These were quantities pre/COVID from our current vendor</i>	2022-2023
Paper Towels 8" white embossed TAD roll towel, 950' minimum, 1.75 core, roll diameter 8.1 max. 6 rolls/case, roll weight 3.70 lbs.	500 cases (6/case)	
ALTERNATE		
Toilet tissue 9" JRT JR 2 ply, 1000'/roll, 12 rolls/case, 1.75 lbs/roll	360 cases (12/case)	
ALTERNATE		
Trash bags 33x39 black, 22 microns, coreless roll, star seal, 250/cs 19.4 lbs/case	360 cases (250/case)	
ALTERNATE		
Trash bags, 38x58 black, 40 microns, coreless roll, star seal, 100/cs 23.7 lbs/case	480 cases (100/case)	
ALTERNATE		
Hand Sanitizer 18 fl. oz. bottle pump top		
We will not be ordering this product this year.		
Foam Hand Soap 1000 ml Universal Fragrance and Dye Free	180 cases (6/case)	
ALTERNATE		
TOTAL		

Receipt of Addendum(s): _____

Tax Identification Number: _____

Authorized Signature

Date

Printed name



VENDOR/CONTRACTOR GUIDELINES

The following is a review of rules, regulations and protocol for prospective and current vendors and contractors who are now or desire to be engaged with the District for the procurement of goods and services as solicited by either the Asst. Superintendent for Administrative & Business Services or the District Facilities Manager's Office.

- 1. UNSOLICITED SALES CALLS:** District personnel reserve the right to refuse to meet with any vendor/contractor who visits without prior knowledge of said District personnel. The vendor/contractor should call at least twenty-four (24) hours in advance to arrange time and place for meeting with District personnel and every effort will be made to schedule a convenient time agreeable to both parties. Facilities Manager/Maintenance Department: (508) 398-7677 or 7670. Assistant Superintendent for Administrative & Business Services: (508) 398-7610.
- 2. ACCESS TO DISTRICT PROPERTIES:** Any vendor/contractor, when entering District property such as a school, will immediately proceed to the school's main office, or, in the case of the High School, the Maintenance Department Office, and identify themselves and their crew to the office staff. The vendor/contractor will log in as to time arrived, how many people and the purpose of his/her visit. At the completion of the visit and/or task(s), the vendor/contractor will notify the office staff of his/her departure and log out accordingly, recording job status (i.e. "work complete", will return date, etc.).
- 3. SITE VISITS:** When visiting a site in relation to either an IFB (Invitation to Bid) or RFP (Request for Proposal), the interested party will arrange a time to meet and review conditions for the project with the Office of the District Facilities Manager at (508) 398-7677 or 7670. Either the Facilities Manager or a designee will accompany the vendor/contractor during the site visit. **Under no circumstances will a vendor/contractor be allowed to tour a building alone.**
- 4. CONTACT WITH STAFF OR STUDENTS:** While visiting a school when classes are in session, the vendor/contractor or their employees are not permitted to approach, interfere with, or distract students in any way. During class changes, the vendor/contractor will take every precaution not to obstruct the flow of student traffic between classes or exiting the school building. Ladders, scaffolding, etc. will be broken down and put aside so as not create a hazard or potentially hazardous situation where a student could be injured. If approached by a member of the faculty or staff and requested to perform certain extra work, the vendor will refer the faculty or staff member to the Facilities Manager for a decision as to the necessity of the work requested.

5. **VERIFICATION OF WORK PERFORMED:** As stated previously, log-in and log-out procedures are of the utmost importance. Also, when completing a service call or project at any school or District building, a written report, in the form of a contractor's standard work order will be presented to the staff of the school's office or the Maintenance Office Secretary at Dennis-Yarmouth Regional High School, marked to the attention of the District Facilities Manager. These records and reports are the first step in the payment process. Verbal reports are not acceptable. If an invoice is received and cannot be verified, it will not be considered for payment.
6. **REQUISITIONS AND INVOICES FOR PAYMENT OF WORK PERFORMED:** When the vendor/contractor submits an invoice, requisition, or application for payment, the work will be broken down into labor and materials used. Labor will be discernible as to licensed mechanic hours and helper hours. Materials will be listed by quantity of major units installed, such as pipe, fixtures, etc., so that the Facilities Manager can readily field verify quantities as being accurate and true.
7. **SMOKING POLICY ON SCHOOL PREMISES:** The Dennis-Yarmouth Regional School District does not allow smoking in either the school buildings or on the grounds. If a vendor/contractor is found in violation of this smoking rule, the person in question will be asked to leave the premises and will not be allowed to return.
8. **TOOLS AND EQUIPMENT:** The vendor/contractor entering into a contract with the District is assumed to be fully equipped to execute the work. The vendor/contractor will plan accordingly and, when arriving on site, be equipped to start and complete a day's work without interruption. Under no circumstances will a vendor/contractor "borrow" any of the District Maintenance Department's tools or equipment. Any disruption of work due to the vendor/contractor not having the right equipment, and the time lost for this reason, will be noted by the District Facilities Manager and will be borne by the vendor/contractor at his/her own expense.
9. **MANPOWER LOADING:** On service call work, the vendor/contractor is reminded to review his manpower loading for the particular task at hand. The District personnel will be observing outside mechanics and helpers to determine if a vendor/contractor is legitimately staffing a project. If the vendor is found to be over-staffed, the District will deduct the amount equal to the per hour rate of either the mechanic or helper from the contractor's invoice.
10. **DEBRIS REMOVAL:** The vendor/contractor will remove all debris created during demolition, installation and connection phases of any project on a daily basis at his own expense. Arrangements can be made with the District Facilities Manager to contact the District's disposal vendor for use of a dumpster. The vendor/contractor will bear any added expense for the dumpster. This would cover only non-toxic, non-hazardous materials. All hazardous materials will be removed in a safe and legal manner and a letter stating the disposition of these materials will be provided to the District Facilities Manager for his records. Copies of all hazardous shipping and disposal documents will be filed with the District's Asst. Superintendent for Administrative & Business Services.
11. **NOTIFICATION OF PROBLEM OR INCIDENT:** The following list is the correct procedure for notifying District personnel of a problem or incident occurring on District property while engaged in a project. Any problem or incident should be reported immediately.
 1. District Facilities Manager (508) 398-7670, cell (508) 726-8161
 2. Assistant Facilities Manager (508) 398-7670, cell (508) 889-8721
 3. Secretary to Facilities Manager (508) 398-7677

12. **CERTIFICATE OF INSURANCE:** The vendor/contractor will, prior to any performance of work, provide the District with a current Certificate of Insurance. This certificate will be subject to review and approval by the Asst. Superintendent for Administrative & Business Services.
13. **INSPECTIONS/PERMITS:** The vendor/contractor will, in most cases, be required to pull a permit for the work of his respective trade. This permit will be taken out before work starts and inspections will be made for each stage of the project, such as rough, service and final. A copy of the final inspection and sign-off by the inspector shall be furnished to the District. The District reserves the right to withhold the final payment until proof of inspection is received. The vendor/contractor will be responsible for any and all permit fees. Some fees may be waived, but a permit will still be required. Check with the appropriate local inspector.
14. **TAGGING AND DOCUMENTATION OF WORK PERFORMED:** The vendor/contractor will be required on certain service and maintenance items such as roof exhaust fan, annual maintenance, univent, etc., to tag the equipment and list on the tag the date, nature of work, contractor, and mechanic's initials or name. Also, the vendor/contractor will be required on certain Routine Maintenance & Preventive Maintenance work to fill out forms stating what unit was worked on, location, what was done, and status of unit. These forms are available at the Office of the Facilities Manager/Maintenance Office located at the High School.
15. **WARRANTIES OF WORK:** The District assumes a one-year warranty on all parts and labor provided under either maintenance service contracts or general bid work. The one-year warranty starts on the date of acceptance (which is not necessarily on the date of completion) of the work by the District Facilities Manager or the Assistant Superintendent for Administrative & Business Services.



A. CERTIFICATE OF NON-COLLUSION

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

_____, duly authorized _____

Signature of individual submitting bid or proposal & Date

Name of business

Address

City/Town

State

Zip

Telephone

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am following all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support payments.

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

_____, duly authorized _____

Signature of individual submitting bid or proposal & date

Name of business

Address

City/Town

State

Zip

Telephone

MUST BE RETURNED WITH ALL REPLIES

Reference Form

Date: _____

Bidder: _____

Reference Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description & date(s)
of services provided: _____

Reference Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description & date(s)
of services provided: _____

Reference Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description & date(s)
of services provided: _____

MUST BE RETURNED WITH ALL REPLIES

Reference Form

Date: _____

Bidder: _____

Reference Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description & date(s)
of services provided: _____

Reference Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description & date(s)
of services provided: _____

Reference Name: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Description & date(s)
of services provided: _____

MUST BE RETURNED WITH ALL REPLIES



Dennis-Yarmouth Regional School District

**DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT
CONTRACT BETWEEN CONTRACTOR AND THE DISTRICT**

This contract is entered into on, or as of, this date by and between the Dennis-Yarmouth Regional School District {the "School District"}, and:

CONTRACTOR: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

1. This is a contract for the procurement of the following: Custodial Supplies

This contract incorporates our Invitation for Bids, ~~Request for Quotation or Request for Proposal~~ specifications and the contractor's reply, both of which are attached.

Our purchase order will be issued after a signed contract is provided, as stated in our Invitation for Bids, ~~Request for Quotations or Request for Proposals~~.

2. The contract price will be per sheets attached in this IFB.

Payment will be made per bid specifications and our purchase order.

4. DEFINITIONS

- 4.1 Acceptance: All contracts require proper acceptance of the described goods or services by the Dennis-Yarmouth Regional School District. Proper acceptance shall be understood to include

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inspection of goods and certification of acceptable performance of services by authorized representative of the School District to ensure that the goods or services are complete and are as specified in the contract.

- 4.2 Contract Documents: All documents relative to the contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and material, equipment and transportation necessary for the proper performance of the contract.
- 4.3 The Contractor: The "other party" to any contract with the School District. This term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular contract. Use of the term "contractor" shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with contract documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies or Materials.

Subcontractor: Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

Work: The services or materials contracted for, or both

5. TERM OF CONTRACT AND TIME FOR PERFORMANCE

This contract shall be fully performed by the Contractor on or before (per specifications) unless extended pursuant to a provision for extension contained in the contract documents at the sole discretion of the School District, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the contract documents are of the essence of the contract.

6. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the School District is required to make under this contract shall be subject to appropriation or other availability of funds as certified by the Asst. Superintendent for Adm.& Business Services.

7. PERMITS AND APPROVALS

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Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the contract shall be secured and paid for by the Contractor.

8. THE CONTRACTOR'S BREACH AND THE SCHOOL DISTRICT'S REMEDIES

Failure of the Contractor to comply with any of the terms or conditions of their Contract shall be deemed a material breach of this Contract, and the Dennis-Yarmouth Regional School District shall have all the rights and remedies provided in the contract documents: the right to cancel, terminate, or suspend the contract in whole or in part; the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance; and the right to select among the remedies available to it by all of the above.

9. STATUTORY COMPLIANCE

- 9.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirements of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following: General Laws Chapter 30B: - Procurement of Goods and Services General Laws Chapter 30, Sec. 39, et seq: - Public Works Contracts General Laws Chapter 149, Sec 44A et seq: - Public Buildings Contracts.
- 9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities, town and/or school districts, such law or regulation shall control.
- 9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
- 9.4 The Contractor shall keep itself fully informed of all existing and future state and national Laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or consistency is discovered in the drawings, specifications or contract for this work in violation of any such law, by-law, regulation, order of decree, it shall forthwith report the same in writing to the School District. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Dennis-Yarmouth Regional School District and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors or any such law, by-law, regulation or decree.

10. CONFLICT OF INTEREST

Both the School District and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the School District that neither it nor its agents, employees or subcontractors are thereby in violation of General Laws Chapter 268A.

11. CERTIFICATE OF TAX COMPLIANCE

This contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Sec. 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. DISCRIMINATION

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. ASSIGNMENT

Assignment of this contract is prohibited, unless assignment is provided for expressly in the contract documents.

14. CONDITION OF ENFORCEABILITY AGAINST THE SCHOOL DISTRICT

This contract is only binding upon, and enforceable against, the School District if: (1) the contract is signed by a School District official authorized by School Committee vote to execute the contract on behalf of the School District, and (2) endorsed with approval by the Assistant Superintendent for Business and Administration Services as to appropriation or availability of funds and as to compliance with the provisions of General Laws Chapter 30B.

15. CORPORATE CONTRACTOR

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor. This contract shall not be enforceable against the Dennis-Yarmouth Regional School District unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 1-C of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws Chapter 181 relating to the appointment of the Secretary of State as its attorney, shall file with the Secretary of State a power of attorney and duly authenticated copies of its charter or certificate of incorporation; and shall comply with all the laws of the Commonwealth.

16. LIABILITY OF PUBLIC OFFICIALS

To the full extent permitted by law, no official, employee, agent or representative of the Dennis-Yarmouth Regional School District shall be individually or personally liable on any obligation of the School District under this contract.

17. NOTICES

Any notice permitted or required under the provisions of this contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the contract, and to the Dennis-Yarmouth Regional School District by being sent to the Assistant Superintendent for Business and Administration Services, Dennis-Yarmouth Regional School District, 296 Station Avenue, South Yarmouth, MA 02664-1898.

18. BINDING ON SUCCESSORS

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

19. COMPLETE CONTRACT

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

20. SUPPLEMENTS

The foregoing provisions apply to all contracts to which the Dennis-Yarmouth Regional School District shall be a party. One of the following "Supplements" must be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply, as the nature of the contract requires. The supplemental contains additional terms governing the contract:

- { x } GOODS SUPPLEMENT "G" - Applicable to contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).
- { } SERVICES SUPPLEMENT "S" - Applicable to contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B).
- { } CONSTRUCTION SUPPLEMENT "C" - Applicable to contracts for the construction of:
- (1) Public Buildings and Public Works (governed by the provisions of General Laws Chapter 30B)
 - (2) Public Buildings (governed by the provisions of General Laws Chapter 149, Sec. 44A, et seq.)
 - (3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.)
- { } LEASE SUPPLEMENT "L" - Applicable to contracts for the procurement of Goods through a lease-purchase arrangement.

**Dennis-Yarmouth Regional School District
296 Station Avenue
South Yarmouth, MA 02664
(508) 398-7616**

SUPPLEMENT “G”

- 1) This form supplements the Dennis-Yarmouth Regional School District “Contract and General Conditions”, and applies only to contracts for the procurement of goods.
- 2) “Goods” shall mean Goods, Supplies, or Materials, as described in the Contract and General Conditions.
- 3) Change orders may not increase the quantity of goods by more than twenty-five percent (25%), in compliance with General Laws Chapter 30B, Sec. 13.
- 4) This contract for purchase includes the following delivery, installation or setup requirements:

This is to certify that the Dennis-Yarmouth Regional School District for the purpose set forth in the contract herein has appropriated the Funds:

Signed: David Flynn, Asst. Supt. for Finance and Operations

Date

Dennis-Yarmouth Regional School District Certified as to appropriation and compliance with the Uniform Procurement Act.

Contractor:

By: _____
Signature Date

Printed Name: _____

Title: _____

Date: _____