



Martin Luther King, Jr. Charter School of Excellence

285 Dorset Street
Springfield, MA 01108

T: (413) 214-7806

F: (413) 214-7838

MARTIN LUTHER KING, JR. CHARTER SCHOOL OF EXCELLENCE

INVITATION FOR BIDS

FOR

HVAC DUCT CLEANING AT THE MLK CHARTER SCHOOL OF EXCELLENCE

BIDS DUE:

Wednesday, July 24 2024 4 P.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

John Breish
Director of Operations
Martin Luther King Charter School of Excellence
285 Dorset Street
Springfield, MA 01108
jbreish@mlkcs.org

MLKCE does not discriminate based on race, color, religion, national origin, age, military status, sexual orientation, disability, gender, or gender identity.

**MARTIN LUTHER KING CHARTER SCHOOL OF EXCELLENCE
MENDON, MASSACHUSETTS 01756**

NOTICE TO BIDDERS

The Martin Luther King Charter School of Excellence, 285 Dorset Street, Springfield, MA (“the School”), acting through the Friends of Martin Luther King Charter School, invites the submission of sealed bids for services related to duct cleaning at the Martin Luther King Charter School of Excellence located at 285 Dorset Street. The Invitation for Bids (“IFB”) may be obtained from the Office of John Breish, Director of Operations, Martin Luther King Charter School of Excellence, 285 Dorset Street, Springfield, MA 01108, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on Tuesday, July 2, 2024. A Pre-Bid site visit will be held on Friday, July 12 at 10:00 A.M. local time at the Building, (285 Dorset Street, Springfield, MA 01108). All Bidders must attend. Sealed Bids will be received until **4:00 P.M. local time, (July 24)**, at the Office of (285 Dorset Street, Springfield, MA 01108), at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Martin Luther King Charter School of Excellence, including, without limitation, Section 1, Instructions to Bidders and Bid Submission Requirements. The School reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the School. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. The general bidder must submit any licenses required by the Department of Labor Standards (149 S 6A-F, 453 CMR 6.00), prior to performing any work.

Section 1. Instructions to Bidders and Bid Submission Requirements

The Martin Luther King Charter School of Excellence, 285 Dorset Street, Springfield, MA, 01108 (“the School”), acting through Friends of Martin Luther King Charter School, invites the submission of sealed bids for services related to duct cleaning at the MLK Charter School Center of Excellence Warehouse located at 285 Dorset Street, Springfield, MA. For a full description of such services, please refer to Section 3 of the Invitation for Bids (“IFB”).

Copies of this IFB may be obtained from John Breish, Director of Operations, Martin Luther King Charter School of Excellence, 285 Dorset Street, Springfield, MA 01108, between 8:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on July 2, 2024.

A Pre-Bid site visit will be held on Friday, July 12, 2024 at 10:00 A.M. local time at the Building, 285 Dorset Street. All Bidders must attend.

Questions regarding this IFB shall be submitted in writing and shall be delivered to John Breish at jbreish@mlkcs.org by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) no later than Friday, July 12, 2024. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Martin Luther King Charter School of Excellence: Sealed Bid for Services Related to duct cleaning at the MLK Charter School Center of Excellence Located at 285 Dorset Street, Springfield-2023” shall be received by 4:00 P.M. local time, July 24, 2024, at the office of John Breish, Director of Operations, Martin Luther King Charter School of Excellence, 285 Dorset Street, Springfield, MA 01108.

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Office of the Director of Operations, Martin Luther King Charter School of Excellence shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Martin Luther King Charter School of Excellence is closed due to weather or other emergency, the deadline for receipt of Bids will be extended to the time posted above on the next business day upon which it is open.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Martin Luther King Charter School of Excellence. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its

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agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the School, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the School will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

Each Bid shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

The School **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of any contract awarded by the School. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the School immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely the IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if its Bid is accepted, then it shall enter into a Contract with the School which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Director of Operations prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO HVAC DUCT CLEANING AT THE MLK CHARTER SCHOOL CENTER OF EXCELLENCE WAREHOUSE LOCATED AT (285 DORSET STREET, SPRINGFIELD, MA 01108)". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

[Prevailing wage rates](#) as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

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information on Minimum Wage Rates for those trades people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Site Visit/Questions

A Pre-Bid site visit will be held on Friday, July 12, 2024 at 10:00 A.M. local time at the MLK Charter School Center of Excellence, 285 Dorset Street, Springfield, MA.

Questions regarding this IFB shall be submitted in writing and shall be delivered to John Breish, Director of Operations (jbreish@mlkcs.org), Martin Luther King Charter School of Excellence by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on Friday, July 12, 2024. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

See attached specifications and [scope of work](#). The Successful Bidder agrees to pay as liquidated damages, the sum of five hundred (\$500.00) per day for each calendar day beyond the deadline for substantial completion for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the School due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from Successful Bidder's payment.

Successful Bidder's Personnel

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

The Successful Bidder shall provide the School with the following information:

1. Name, business address, telephone and beeper/cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

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The Successful Bidder shall provide services as an independent contractor with the Martin Luther King Charter School of Excellence and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Martin Luther King Charter School of Excellence, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to duct cleaning (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.) The general bidder must submit a valid license (if applicable) issued by the Department of Labor Standards (149 S 6A-F, 453 CMR 6.00), prior to performing any work.
 - C. Bidder provides a School approved Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the School.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the School endorsements or riders in compliance with Section 8(h) of the Contract.)
 - F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.

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- G. Bidder has not defaulted on any Contract within the last five (5) years.
 - H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
 - I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
 - J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
 - K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
 - L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
 - M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
 - N. Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
 - O. Bidder's employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
 - P. Bidder's materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
2. A fully executed Certificate of Non-Collusion. (Appendix 2)

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3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
7. A fully executed Certificate of Compliance with all applicable EEO/AA/SDO provisions. (Appendix 7)
8. A full executed Certificate of Non-Debarment. (Appendix 8)
9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Selection Criteria

In order to be considered a responsible and eligible Bidder, a Bidder shall comply with the Bid Submission Requirements set forth in Section 4 above.

Section 6. Bid Submission

Sealed Bids marked “Martin Luther King Charter School of Excellence: Sealed Bid for Services Related to duct cleaning at the MLK Charter School Center of Excellence located at 285 Dorset Street, Springfield -2023” shall be received by 4:00 P.M. local time, July 24, 2024, to the Director of Operations, Martin Luther King Charter School of Excellence, 285 Dorset Street, Springfield, MA 01108.

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Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Director of Operations, Martin Luther King Charter School of Excellence shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Director of Operations Office is closed due to weather or other emergency, the deadline for receipt of Bids will be extended to the time posted above on the next business day upon which it is open.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M.

Section 7. Selection Process and Award

Bids submitted to the School prior to the deadline will be reviewed by the School to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the School shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work. The award of any Contract pursuant to this IFB shall be subject to appropriation by the School.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the School to award a Contract. The School may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the School, in its sole discretion, determines said action to be in the best interest of the

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Martin Luther King Charter School of Excellence. The School may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall, within ten (10) days after presentation thereof by the School, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the School shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The School may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 8. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Local law applicable to his/her/its work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended.. Any contract awarded shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

Section 9. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Martin Luther King Charter School of Excellence shall be named as an

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additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 10. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 11. Performance Bond Requirements

Within ten (10) days after notification of award of the Contract by the School, the Successful Bidder shall furnish to the School a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the School and which is licensed by the Massachusetts Division of Insurance. All Bidders shall verify their bonding capacities before submitting a Bid.

Section 12. Labor and Materials Payment Bond Requirements

Within ten (10) days after notification of award of the Contract by the School, the Successful Bidder shall furnish to the School a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the School and which is licensed by the Massachusetts Division of Insurance. All Bidders shall verify their bonding capacities before submitting a Bid.

Section 13. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Martin Luther King Charter School of Excellence property which is the subject matter of this IFB and during all hours of work under any Contract with the School. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Martin Luther King Charter School of Excellence shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the School. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the School.

Section 14. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke Free Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Martin Luther King Charter School of Excellence.

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Section 15. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the School that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the School, the Successful Bidder shall not assign such employee to perform services for the School, and such employee shall not be authorized to perform services for the School. The School shall be permitted to keep such information in its files.

Section 16. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with Applicable EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

APPENDIX 1
MARTIN LUTHER KING CHARTER SCHOOL OF EXCELLENCE
BID FORM
(5 pages)

The undersigned hereby submits a sealed bid for asbestos abatement at the MLK Charter School Center of Excellence located at (285 Dorset Street, Springfield, MA 01108), as specified in the IFB.

Printed Name of Bidder:

Address: _____

The Bidder hereby pledges to deliver the complete scope of services required for the price shown below:

Total Price in Words:

Total Price in Numbers:

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to duct cleaning (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)

- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.) The general bidder must submit a valid license (if applicable) issued by the Department of

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Labor Standards (149 S 6A-F, 453 CMR 6.00), prior to performing any work.

- C. Bidder provides a School approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the School.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the School endorsements or riders in compliance with Section 8(h) of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder's employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder's materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the School by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the School shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work. The award of any Contract pursuant to this IFB shall be subject to appropriation by the School.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

MLKCE does not discriminate based on race, color, religion, national origin, age, military status, sexual orientation, disability, gender, or gender identity.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the School and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

MLKCSE does not discriminate based on race, color, religion, national origin, age, military status, sexual orientation, disability, gender, or gender identity.

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

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 of individuals.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C,§49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
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 Invitation for Bids.
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 the 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. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

MLKCSE does not discriminate based on race, color, religion, national origin, age, military status, sexual orientation, disability, gender, or gender identity.

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

MLKCSE does not discriminate based on race, color, religion, national origin, age, military status, sexual orientation, disability, gender, or gender identity.

Appendix 6
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.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any applicable EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
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 the Martin Luther King Charter School of Excellence within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES

See [linked](#) document.

Appendix 10
FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)



**Contract for Services Related to
Duct Cleaning at
The Martin Luther King Charter School of
Excellence
Located at 285 Dorset Street,
Springfield, Massachusetts**



This Contract is made this _____ by and between Martin Luther King Jr. Charter School of Excellence, with an address of 285 Dorset Street, Springfield, MA 01108, acting by the authorization of the Board of Trustees (hereinafter the “MLK Charter School,” the “School,” or the “Owner”), and _____, a corporation duly organized under the laws of Massachusetts, with a principal office located at 18 Canal Street, Holyoke, MA. (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the School and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide

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services as set forth in the Invitation for Bids for Services Related to duct cleaning at the MLK Charter School of Excellence Located at (285 Dorset Street, Springfield, MA 01108) (“IFB”), issued by the Board of Trustees of the Martin Luther King Jr. Charter School of Excellence, which is incorporated herein by reference. School reserves the right to expand the Scope by issuing a change order.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by October 1, 2024. The Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of five hundred (\$500.00) per day for each calendar day beyond the deadline for substantial completion for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial



losses incurred by the School due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor’s payment.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor’s Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- Highest Priority: Amendments to Contract (if any)
- Second Priority: Contract
- Third Priority: Addenda to the IFB (if any)
- Fourth Priority: IFB
- Fifth Priority: Contractor’s Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39K, the School shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments shall be calculated and paid according to the IFB.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the School. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the School's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the School.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the School as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the School for services rendered in accordance with this Contract. The School shall not make payments in advance.

If the School objects to all or part of any invoice, the School shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the School's Invitation for Bids, the Contractor shall take such measures only with the School's prior written approval. Charges for such services shall be billed directly to the School unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the MLK Charter School and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the School to the Contractor shall be deemed to be a waiver of any right of the School under this Contract or a ratification by the School of any breach hereof by the Contractor.

6. Warranty

Contractor shall warrant its workmanship for a period of one (1) year after completion of the project.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the



Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract, and any extension or renewal thereof, the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability. Contractor's Pollution liability and/or Asbestos Pollution liability and/or Errors & Omissions requirement - no less than \$1,000,000 per occurrence / \$2,000,000 aggregate.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form- \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The MLK Charter School shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the MLK Charter School before such cancellation or



amendment shall take place.”

- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the School at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement.

The

Contractor shall make no claims against the MLK Charter School or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.

- h. The Contractor shall also be required to provide to the MLK Charter School with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the MLK Charter School is named as an additional insured on each such policy.
- i. Any deductibles or self-insured retentions must be declared to and approved by MLK Charter School. At the option of the School, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MLK Charter School, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the School guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - j. To the fullest extent permitted by law, the School, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - k. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the School, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the School, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- l. Any insurance proceeds available to the contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the the School as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum limits specified in the contract/agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.
- m. All certificates and endorsements are to be received and approved by the School before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. MLK Charter School reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor hereby grants to the School a waiver of any right to subrogation which any insurer or contractor may acquire from contractor by virtue of the payment of

any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the School for all work performed by the contractor, its employees, agents and subcontractors.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

n. No insurance shall be obtained from an insurer which:

(1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or

(2) is not authorized to provide insurance as an excess or surplus lines insurer and does not have a current Best's rating of A or better.

o. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

p. The Contractor shall provide to the School a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the MLK Charter School for all damage to School property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the MLK Charter School and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or MLK Charter School statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the School and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the MLK Charter School, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or MLK Charter School statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) business days after notification of acceptance of this Contract by the School, the Contractor shall deliver to the School a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the School and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) business days after notification of acceptance of this Contract by the School, the Contractor shall deliver to the School a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the School and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the MLK Charter School and not as an employee of the MLK Charter School. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the MLK Charter School, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal

prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on MLK Charter School property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the MLK Charter School shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the MLK Charter School.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the School that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the School, the Contractor shall not assign such employee to perform services for the School, and such employee shall not be authorized to perform services for the School. The School shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the School to the Contractor, the School shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the School may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by the MLK Board of Trustees of sufficient money to fund the Contract. Should the MLK Board of Trustees fail to appropriate necessary funds therefore, the MLK Charter School shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the School may terminate this Contract upon written notice to the Contractor.
- d. The School may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The School may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the School may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the School due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the School: John Breish, Director of Operations
MLK Charter School of Excellence
285 Dorset Street
Springfield, MA 01108

With copies to: Kendra Salvador, Executive Director
MLK Charter School of Excellence
285 Dorset Street
Springfield, MA 01108

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Hampden County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the School shall constitute a waiver of a right or duty afforded to the School under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or

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manner by the School shall be construed as a waiver or in any way limit the legal or equitable remedies available to the School. No waiver by the School of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the School in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the School as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the School has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the School vis-à-vis the media or the public at-large without the School's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the School, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies 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.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination.

The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. To the extent that any of the foregoing sections required by Massachusetts or Federal law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the School.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the MLK Charter School shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the

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remaining provisions shall continue in effect to the extent permitted by law.

s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

u. This Contract is executed in triplicate as a sealed instrument.



The MLK Charter School by:

Signature

Printed
Name Printed Name

Printed Title

Dated: _____ Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Trustees are authorized to execute this Contract and to approve all requisitions and execute change orders.

Manager Dated: _____ School Business

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