



NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492

September 2025

REQUEST FOR PROPOSALS (RFP)
26SCH086G

TOWN OF NEEDHAM
SCHOOL DEPARTMENT

PREPARED UNCOOKED PAN PIZZA FOR NUTRITION SERVICES

The Needham School Committee invites sealed bid proposals for the provision of **Prepared Uncooked Pan Pizza for Nutrition Services** for the **period beginning December 1, 2025 through June 30, 2028**. Request for Proposal packages will be available from the Office of the **Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492**, or may be downloaded from **<http://www.needhamma.gov/bids.aspx>** beginning on **September 29, 2025 at 9:00 AM**.

Proposals are returnable to the **Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492** no later than **October 30, 2025 11:00 AM**, at which time and place they will be opened in the presence of one or more witnesses. **LATE PROPOSALS** will not be accepted. The Town reserves the right to reject any and all proposals as determined to be in the interests of the Town and to waive minor informalities.

Bids will be awarded by the Needham School Committee, acting through the Superintendent.

This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at **[http:// masspublicnotices.org/](http://masspublicnotices.org/)**.

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

Needham Public Schools Procurement in Brief		
Primary Procurement Contact	Melane Bisbas School Business and Operations Coordinator 1330 Highland Avenue, Needham, MA 02492 Melane_Bisbas@Needham.K12.ma.us Phone 781-455-0400 ext 11204 Fax 781-455-0434	
Event	Date	Details
Title	Prepared Uncooked Pan Pizza for Nutrition Services	
Contract Number	26SCH086G	
RFP Available	September 29, 2025 9:00 AM	Request for proposal packages are available from the Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA. 02492, or may be downloaded from http://www.needhamma.gov/bids.aspx. Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those materials using the Acknowledgement of Receipt form found in Appendix B and for checking the website periodically for any addenda that may be issued.*
Pre-Bid Meeting	No Prebid is Scheduled	
Pizza Samples	Date and Time will be Scheduled by Director of Nutrition Services	
Deadline for Written Questions	October 13, 2025 12:00 PM Needham Public Schools will not respond to questions submitted after the above date.	Questions must be submitted in writing, via fax, email or US post to: Melane Bisbas School Business and Operations Coordinator Melane_Bisbas@needham.k12.ma.us Phone 781-455-0400 ext 11204 Fax 781-455-0434 Oral communications are not binding on the School Department. Responses to questions submitted in writing will be forwarded to all persons on record as having received the RFP.

Addenda	If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed or emailed to all bidders on record as having received the RFP. Addenda also will be posted to the Town of Needham bid website at http://www.needhamma.gov/bids.aspx .	
When and Where are Bids Due?	October 30, 2025 11:00 AM LATE PROPOSALS will not be accepted.	Bids are due to the Office of the Assistant Superintendent for Finance and Operations, 28 Glen Gary Road, Needham, MA. 02494 by the due date and time. If, on the bid due date, the above office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays.) Bids will be accepted at the same location until that date and time.
Number of Required Copies		One original + 3 copies of all forms
Bid Opening	October 30, 2025 11:00 AM	Sealed proposals are NOT publicly opened. Proposals will be opened in the presence of one or more witnesses. A list of bidders will be made available after the submission deadline.
Bid Surety (Bond) Requirements	None Required	
Contract Award	Award will be made within 90 business days after the bid opening.	
Contract Length	31 months	
Upon Award of Contract		
Payment Bond	Not Required	
Performance Bond	Not Required	
Insurance	Refer to Contract Terms	
* <u>Bid Acknowledgement</u> It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in Appendix B. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.		

NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham MA 02492

September 2025

Prepared Uncooked Pan Pizza for Nutrition Services
REQUEST FOR PROPOSALS (RFP)
26SCH086G

I *INFORMATION & INSTRUCTIONS TO BIDDERS*

1. Questions:

Bidders must read these specifications carefully. Questions about the specifications shall be submitted in writing via fax, email or U.S. post to the address specified below, no later than **October 13, 2025, 12:00 PM**. Needham Public Schools will not respond to questions submitted after that date.

Melane Bisbas
School Business and Operations Coordinator
1330 Highland Avenue
Needham MA 02492
Melane_Bisbas@needham.k12.ma.us
Phone 781-455-0400 ext 11204
Fax 781-455-0434

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

2. Downloading Bid Documents from the Town of Needham website

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

3. Bid Acknowledgement

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

4. Bid Addenda

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, faxed or emailed to all bidders on record as having received the RFP. Addenda also will be posted to the Town of Needham bid website at <http://www.needhamma.gov/bids.aspx>. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.

5. Pre-Bid Conference

There is no prebid scheduled.

6. When and Where are Bids Due?

Bids will be received by the Assistant Superintendent for Finance and Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **October 30, 2025 11:00 AM**, at which time and place they will be opened in the presence of one or more witnesses. This is not a public bid opening.

7. Unexpected Closure or Delays

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

8. Late Submissions

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

9. Submission Requirements

- A. Proposals will be received by the Assistant Superintendent for Finance and Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **11:00 AM, Friday, October 30, 2025** at which time and place they will be opened in the presence of one or more witnesses. **Do not include the sample pizzas in the bid submission; the Director of Nutrition Services will schedule a delivery time and date for receiving the sample pizzas, which will occur after the due date for the written proposals.**

- B. Proposals shall be prepared, considered, and the Contract awarded in accordance with Massachusetts General Law (M.G.L.) Chapter 30B.
- C. Proposals consist of two parts: a price proposal and a non-price proposal (including pizza sample.) **Price proposals must be submitted separately from the Non-Price Proposals.** Price proposals are to be enclosed in a sealed envelope, plainly marked as follows: “Price Proposal- Prepared Uncooked Pan Pizza for Nutrition Services”. Non-price proposals are to be enclosed in a separate, sealed envelope, plainly marked as follows: ”Non-Price Proposal – Prepared Uncooked Pan Pizza for Nutrition Services”. Do not include pizza samples with the non-price proposal. **Pizza samples must be delivered at a date and time scheduled by the Director of Nutrition Services, and are to be presented in the required pizza box.** If forwarded by mail, the Price proposal and Non-price proposal must be enclosed in another envelope addressed as specified in the bid specifications.
NOTE: THE INCLUSION OF PRICE INFORMATION IN THE NON-PRICE PROPOSAL, OR ANY COPY THEREOF, SHALL CAUSE THE REJECTION OF THE ENTIRE PROPOSAL, WITHOUT EXCEPTION. The School Department will not be responsible for the premature opening of any proposal that is not properly marked. The School Department may reject any proposal that is incomplete, not properly endorsed or signed, or which otherwise are contrary to these instructions.
- D. Bids are to be prepared and submitted on the bid forms provided herein. Bids submitted on other forms, which are incomplete, or which are not signed, may be rejected.
- E. A bid must be signed as follows: 1) if a bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- F. A complete proposal will include the following items, in the designated quantities, completed in full and appropriately signed:

Non-Price Proposal:

<u>Document/Item</u>	<u>Quantity</u>
1. Bid Checklist (Bid Form I)	
2. Non-Price Proposal Form (Bid Form II), signed by the individual authorized to negotiate for and contractually bind the Proposer.	One Original + 3 Copies
3. A Plan of Services, describing how the bidder shall fulfill the Scope of Services, including a description of how deliveries will be accomplished.	One Original + 3 Copies
4. A product formulation statement validating 2.0 oz. grain and 2.0 oz. meat/meat alternative credibility per USDA guidelines and ingredient list of the sample product.	One Original + 3 Copies
5. Any other information the applicant considers relevant for the purpose of assessing its qualification for the project.	One Original + 3 Copies

- | | |
|---|-------------------------|
| 6. A signed Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion (Bid Form IV) | One Original + 3 Copies |
| 7. A completed Certificate of Corporate Vote (Bid Form V) | One Original + 3 Copies |

Additionally, proposals received by the aforementioned due date that meet the minimum criteria, will be asked to provide the following items, at a date and time scheduled by the Director of Nutrition Services:

- | <u>Item</u> | <u>Quantity</u> |
|--|-----------------|
| 8. Three sample pizzas of the type to be delivered under this bid, packaged in the specified pizza box. (To be scheduled after bid opening.) | Three Pizzas |

Price Proposals:

- | <u>Document/Item</u> | <u>Quantity</u> |
|--|-----------------------|
| 1. Price Proposal Form (Bid Form III), signed by the individual authorized to negotiate for and contractually bind the Proposer. | One Original + 1 Copy |

10. Premature Bid Opening

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

11. Bid Modifications or Withdrawals

Bidders may correct, modify or withdraw a bid prior to the submission deadline. Requests to do so must be received by the Assistant Superintendent for Finance and Operations prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, and must reference the original bid.

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

12. Rejection of Bids

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

13. Bonds

Not Required

14. Uniform Procurement Act (MGL Ch30B)

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

15. Prices Firm for 90 Days

All bid prices submitted in response to this RFP must remain firm for ninety (90) days following the bid opening, until a contract is executed, or the RFP is canceled, whichever occurs first.

16. Taxes

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

17. Public Records

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

18. Conflict of Interest

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

19. Other Notices

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

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

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

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

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

II. *BASIS FOR USE OF COMPETITIVE SEALED PROPOSALS (RFP)*

The School Procurement Officer has determined that selecting the most advantageous proposal for Prepared Uncooked Pan Pizza for Nutrition Services will require comparative judgments of factors in addition to price, including: quality of overall proposal; pizza taste and quality; vendor experience and ability.

III. *CONTRACT AWARD & BIDDER QUALIFICATIONS*

1. Rule for Award/ Contract Issuance:

- A. One contract for Prepared Uncooked Pan Pizza for Nutrition Services will be awarded to the responsive and responsible bidder providing the most advantageous proposal over the contract period **December 1, 2025 through June 30, 2028.**
- B. The Needham School Committee will award the contract under this bid within ninety (90) business days after the opening of the bids.
- C. Should there be a reason why the contract cannot be awarded within the time referenced herein, the time for award may be extended for up to 45 additional days by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
- D. The Needham Public Schools reserves the right to reject any and all proposals as determined to be in the best interest of the Town and to waive minor informalities.

- E. The successful bidder must enter into the Short Form Agreement prepared by the Town Counsel of the Town of Needham (Appendix A), or a contract in substantially similar format.
- F. This Contract is subject to cancellation if funding is not appropriated or otherwise not made available.
- G. The award will be subject to satisfactory reference checks, conducted by the School Department.

2. Bidder Qualifications:

- A. To be considered qualified under this bid:
 - a. Bidders must provide all services specified herein, and comply with all bid submission requirements.
 - b. Bidders must provide evidence of satisfactory ability and experience to execute the requirements, specifications, and conditions of this Bid. This information will be provided on Bid Form I. If requested, a bidder may be required to submit additional evidence to demonstrate satisfactory ability and experience to the Needham Public Schools.
- B. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold contract award when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents. Needham Public Schools reserves the right to solely determine what constitutes satisfactory evidence of adequate ability, experience and/or capital to execute the bid requirements under this section.

3. Estimated Quantities:

Unless otherwise stated, the quantities identified herein are ESTIMATES ONLY, given for informational purposes and as a basis for comparison of bids. Actual quantities may vary up or down from the estimates provided herein.

IV. PURCHASE DESCRIPTION & SCOPE OF SERVICES:

1. Overview

The School Department, acting through its Superintendent, is seeking written proposals for furnishing Fresh Prepared Uncooked Pan Pizza for eight Needham Public Schools (see attached list for delivery locations) for the contract period **December 1, 2025 through June 30, 2028.**

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

Pizza Preparation & Delivery:

Pizzas are to be prepared and delivered according to the following specifications:

Pizza Product Requirements:

- o Freshly made uncooked and never frozen 16” cheese-only pan pizzas.
- o A nutritional analysis and ingredient list of the pizza must be provided with the proposal.
- o All pizza dough must be 51% whole grain with whole grain listed as the first ingredient.
- o Each pizza must have a minimum of 12 oz. sauce, exactly 16 oz. cheese per pie, and exactly 16 oz. of dough, so that each pizza serving meets 2 oz. meat/meat alternate and 2 oz. creditable grains, per USDA guidelines.
- o Pizza cannot exceed 686 MG sodium per slice.

School Lunch Program Quantity and Delivery/Pan Pick up Requirements:

- o Pizzas are to be prepared and delivered to each Needham school per the estimated schedule below, which will be either the day prior to meal service, or the morning of meal service.
- o A total of eight schools will be served each month. Up to five schools may be served on a single day.
- o Schools will be served on a delivery schedule, similar to that below:

Needham High School: one –two Thursdays /month (for service on Fridays):

- o Deliver 120-200 pizzas to Needham High School between the hours of 6:30 – 10:30 AM.

Middle Schools: once a month most months (day could vary):

- o Deliver 80 - 110 pizzas to Pollard Middle School between the hours of 6:30 – 10:30 AM.
- o Deliver 50-70 pizzas to High Rock School between the hours of 6:30 – 10:30 AM.

Elementary Schools: One Wednesday morning/month (for service Wednesday), between 7:00 – 9:00 AM to each of the following elementary schools:

- o Deliver 45-50 pizzas to Broadmeadow
 - o Deliver 30-45 pizzas to Eliot
 - o Deliver 45-50 pizzas to Sunita Williams
 - o Deliver 40-45 pizzas to Mitchell
 - o Deliver 60-65 pizzas to Newman
-
- o Maximum pizza production for any one day could be approximately 255 pizzas. An estimated 800 - 900 pizzas may be ordered per month.
 - o Prepared pizzas, in hard metal pans or smooth pizza screens, must be delivered within the established delivery time windows (see attachment addresses and delivery time) on the day prior to meal service, in 16” pizza boxes, at a temperature of between 35-41°.
 - o Vendors must return within 2 (two) business days to pick up pizza pans, which do not have to be cleaned by NPS staff.
 - o Pizza delivery must be dependable and within time limitations.
 - o A description of how the bidder intends to meet the production of this quantity of pizza and multiple delivery schedule must be attached to the non-price proposal.
 - o The exact delivery schedule to be followed and quantity of pizzas required, are subject to change by the Director of Nutrition Services.

- o The winning vendor must allow adjustments to orders with at least 24 hours notice.
- o All orders are subject to the budgetary constraints under which the School Department operates.

Sample Pizza for Bid Evaluation

- o Three sample unbaked pizzas must be provided, at a time and place designated by the Needham Public School Nutrition Services Director; pizza will be baked within one day according to directions provided and the pizza must pass a taste test conducted by the Technical Review Committee.
- o Proposers must have at least one year of experience preparing and delivering pizzas.

3. Quality Requirements

- A. Proposers must comply with the Submission Requirements identified in Section I.9.
- B. Proposers must meet all product quality and delivery requirements specified in Section IV. 2, minimum criteria.
- C. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold contract award when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents. Needham Public Schools reserves the right to solely determine what constitutes satisfactory evidence of adequate ability, experience and/or capital to execute the bid requirements under this section.

D. Proposals must include the following, as minimum requirements:

- a. A description of how the proposer plans to meet the product, quality and delivery requirements specified in Section IV.2 Required Minimum Criteria. The description shall include an explanation of how the production and delivery of pizzas will be accomplished within required timeframes, and how and when pizza pans will be picked up.
- b. A nutritional analysis of the pizzas being submitted under this proposal, a weighted ingredient list must be provided as evidence that the pizza meets the guidelines identified in Section IV. 2, and a formulation statement proving the pizza meets the guidelines identified in Section IV. 2.
- c. Three sample unbaked pan pizzas must be delivered, at a date and time scheduled by the Director of Nutrition Services, contained in the specified box. (DO NOT provide the pizza sample with the bid documents; the delivery must be scheduled with the Director of Nutrition Services.) The delivery location will be: Needham High School kitchen, 609 Webster Street, Needham, MA 02494.
- d. Cooking instructions for convection ovens must be included.

4. Selection Process

- a. Proposals will be evaluated in a two-stage process by a Technical Review Committee and the School Procurement Officer.
 - i. Proposals first will be reviewed by a Technical Review Committee, consisting of the Director of Nutrition Services and the School Business and Operations Coordinator and designee(s). This Committee will review the non-price proposals that meet the minimum requirements identified in Section IV 2 and the Submission Requirements outlined in Section I.9, without knowledge of price. Proposals will be judged based on the comparative evaluation criteria described in Section V, including a taste testing of pizza samples, provided by the bidders. The Director of Nutrition Services will contact each bidder after the due date for receiving proposals, to schedule a delivery date and time for the pizza samples. **DO NOT** include the sample pizzas with the submitted proposals. At the conclusion of the evaluation, the Committee will prepare a summary evaluation of the non-price proposals and will submit the summary evaluation to the School Procurement Officer for review.
 - ii. The School Procurement Officer then will open the price proposals, after the evaluation of the non-price proposals is completed.
- b. The School Procurement Officer will determine the most advantageous proposal, taking into consideration both the Technical Review Committee's evaluation of the non-price proposals, as well as the price proposals, and will submit this recommendation to the Superintendent.
- c. The Needham School Committee, acting through its Superintendent, will award the contract to the responsive and responsible bidder offering the most advantageous proposal.
- d. Proposers must meet the Minimum Requirements of Section IV.2, the Quality Requirements described in Section IV.3, and the Submission Requirements outlined in Section I.9. Proposals will be judged on the Comparative Evaluation Criteria described in Section V.

V. COMPARATIVE EVALUATION CRITERIA

- a) Proposals that satisfy the Minimum Requirements identified in Section IV.2, the Quality Requirements described in Section IV.3 and the Submission Requirements of Section I.9, will be further evaluated based on the comparative criteria listed below. For each criterion, proposals will be assigned a rating of Highly Advantageous, Advantageous or Not Advantageous. After rating the individual criteria, each proposal will be assigned an overall rating. The criteria that will be used for comparative evaluation purposes are listed below.

Overall Proposal	
Highly Advantageous	The proposal is thorough and complete, demonstrates a clear understanding of how the scope of services will be performed and how the services will be provided in accordance with the School Department's needs.
Advantageous	The proposal is generally complete.

Not Advantageous	The proposal is incomplete or lacks clear understanding of the scope of services to be performed, or how the services would be provided in accordance with the School Department's needs.
Unacceptable	The proposal is incomplete and lacks clear understanding of the scope of services to be performed, or how the services would be provided in accordance with the School Department's needs.

Pizza Preparation and Delivery	
Highly Advantageous	Proposers have more than one year's experience preparing and delivering fresh uncooked pan pizzas, ready to bake, as identified in the Scope of Services, to School District clients similar in size to Needham Public Schools who are operating under the National School Lunch Program. Additionally, the delivery plan is perfectly suited to Needham's requirements.
Advantageous	Proposers have one or more year's experience preparing and delivering fresh pan pizzas, as identified in the Scope of Services, to School District clients, which are <u>not</u> similar in size to Needham Public Schools, <u>OR</u> , proposers have one or more years experience preparing and delivering pizzas <u>not</u> of the type identified in the Scope of Services, to School District clients. The delivery plan meets Needham's requirements.
Not Advantageous	Proposers have one year's experience preparing and delivering pizzas to School District clients that are neither of the type or delivery manner identified in the Scope of Services, <u>OR</u> to School District clients that are not similar in size to Needham Public Schools, <u>OR</u> to clients that are not school districts, <u>OR</u> the delivery plan is poorly suited to Needham's requirements.
Unacceptable	Proposers have one year's experience preparing and delivering pizzas to School District clients that are neither of the type or delivery manner identified in the Scope of Services, <u>and</u> to School District clients that are not similar in size to Needham Public Schools, <u>and</u> to clients that are not school districts, <u>and</u> the delivery plan is poorly suited to Needham's requirements.

Sample Product Quality	
Highly Advantageous	The sample product met all specifications and was of consistently high quality. Cooking instructions provided were easy to follow. Appearance was appealing; the crust was nicely browned and crispy; the cheese melted uniformly; and the bottom of the crust was fully cooked. Pizza was easy

	to remove from the pan when served had a nice plate appeal. Sample product had consistent results.
Advantageous	The sample product met all specifications and was of acceptable quality. Quality was generally consistent; cooking instructions provided were somewhat easy to follow. Appearance was somewhat appealing and/or the crust was somewhat nicely browned and crispy and/or cheese melted somewhat consistently; and/or bottom of crust was generally cooked. Sample product had fairly consistent results.
Not Advantageous	The sample product met all specifications, but was of low quality or cooking instructions provided were not easy to follow or appearance was not appealing and/or crust was not nicely browned and crispy or cheese did not melt uniformly; or bottom of crust was not fully cooked, or, pizza was not easy to remove from pan, or, sample product had inconsistent results.
Unacceptable	The sample product met all specifications, but was of low quality or cooking instructions provided were not easy to follow or appearance was not appealing and/or crust was not nicely browned and crispy and cheese did not melt uniformly; or bottom of crust was not fully cooked, or, pizza was not easy to remove from pan, or, sample product had inconsistent results.

Bid Form I
Needham Public Schools
CHECKLIST

Company Name: _____

Top of Form

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

Bottom of Form

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

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

BIDDER IDENTIFYING INFORMATION:

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

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

Proprietorship ☐

Partnership ☐

Corporation ☐

LIST OF CONTRACTS:

List of Contracts. Please submit a complete list of all contracts performed within the last five (5) years. Description of services provided shall include rates, and any other material or information to adequately describe the program offered. Such information must be submitted with the Bid Documents. Attach additional sheets as necessary.

A. Contract Entity: _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Contract Value \$: _____ Contract Years: _____
Description and Date(s) of Services Provided:

B. Contract Entity: _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Contract Value \$: _____ Contract Years: _____
Description and Date(s) of Services Provided:

C. Contract Entity: _____ Contact: _____
 Address: _____
 Phone: _____ Fax: _____
 Contract Value \$: _____ Contract Years: _____
 Description and Date(s) of Services Provided:

D. Contract Entity: _____ Contact: _____
 Address: _____
 Phone: _____ Fax: _____
 Contract Value \$: _____ Contract Years: _____
 Description and Date(s) of Services Provided:

MINIMUM CRITERIA:

Please indicate whether the proposal meets the following minimum criteria:

Minimum Criterion	Yes / No
Pizza Preparation and Delivery Requirements	
Freshly made uncooked and never frozen 16” cheese-only pan pizzas.	
A nutritional analysis and ingredient list of the pizza must be provided with the proposal.	
All pizza dough must be 51% whole grain with whole grain listed as the first ingredient.	
Each pizza must have a minimum of 12 oz. sauce, exactly 16 oz. cheese per pie and exactly 16 oz. of dough, so that each pizza serving meets 2 oz. meat/meat alternate and 2 oz. creditable grains, per USDA guidelines.	
Pizza cannot exceed 686 MG sodium per slice.	
Experience:	
Proposers must have at least one year of experience preparing and delivering pizzas.	
School Lunch Program Quantity and Delivery/Pan Pick up Requirements:	
Pizzas are to be prepared and delivered to each Needham school per the estimated schedule below, which will be either the day prior to meal service, or the morning of meal service.	
A total of eight schools will be served each month. Up to five schools may be served on a single day.	
Schools will be served on a delivery schedule, similar to that below:	
Needham High School: One -- two Thursdays /month (for service on Fridays): Deliver 120-200 pizzas to Needham High School between the hours of 6:30 – 10:30 AM.	
Middle Schools: Once/month most months (days may vary): Deliver 80 - 110 pizzas to Pollard Middle School between the hours of 6:30 – 10:30. Deliver 50-70 pizzas to High Rock School between the hours of 6:30-10:30 AM.	

Elementary Schools: One Wednesday morning/month (for service Wednesday), between 7:00 – 9:00 AM to each of the following elementary schools: Deliver 45-50 pizzas to Broadmeadow Deliver 30-45 pizzas to Eliot Deliver 45-50 pizzas to Sunita Williams Deliver 40-45 pizzas to Mitchell Deliver 60-65 pizzas to Newman	
Maximum pizza production for any one day is approximately 255 pizzas. An estimated 800 - 900 pizzas may be ordered per month.	
Prepared pizzas, in hard metal pans, must be delivered within established delivery time windows (see attachment addresses and delivery time) on the day prior to meal service, in 16” pizza boxes, at a temperature of between 35-41°.	
Vendors must return within 2 (two) business days to pick up pizza pans, which do not have to be cleaned by NPS staff.	
Pizza delivery must be dependable and within time limitations.	
A description of how the bidder intends to meet the production of this quantity of pizza and multiple delivery schedule must be attached to the non-price proposal.	
Vendor acknowledges that exact delivery schedule to be followed and quantity of pizzas required, are subject to change by the Director of Nutrition Services.	
The winning vendor must allow adjustments to orders with at least 24 hours notice.	
Vendor acknowledges that orders are subject to the budgetary constraints under which the School Department operates.	
Sample Pizza for Bid Evaluation	
Three unbaked sample pizzas at time and place designated by the Needham Public School Nutrition Services Director, cooking instructions must be provided. Pizza will be baked within one day and the pizza must pass a taste test conducted by the Technical Review Committee.	

GENERAL PROGRAM INFORMATION:

The RFP requires the following general program information to be included in your RFP response. Please attach the information to this form, and confirm below. This general information should be applicable to all individual program sites.

Documentation Attached?	Yes / No
A description of how the proposer plans to meet the product, quality and delivery requirements specified in Section IV.2 Required Minimum Criteria. The description shall include an explanation of how the production and delivery of pizzas will be accomplished within required timeframes, and how and when pizza pans will be picked up.	
A nutritional analysis of the pizzas being submitted under this proposal, a weighted ingredient list must be provided as evidence that the pizza meets the guidelines identified in Section IV. 2, and a formulation statement proving the pizza meets the guidelines identified in Section IV. 2.	
Cooking instructions for convection ovens must be included.	

REFERENCES & OTHER:

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

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

1.

2.

3.

4.

5.

OTHER INFORMATION:

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

10. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check)?

☐ Yes ☐ No

SIGNATURE/ ACKNOWLEDGEMENT:

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

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

The undersigned also understands that the School Committee reserves the right to waive any informalities in, to reject any and all bids, or any part thereof, and/or accept any bid or part thereof, or to select a bidder whose bid is not the lowest, which it considers to be in the best interests of the Needham Public Schools and the Town of Needham.

With the above understanding, the undersigned proposes to furnish the pizza delivery services described in this bid, and to comply in all respects with said specifications for the sum or sums stated herein. In addition, the undersigned agrees that, if awarded this contract, he/she will execute a contract within ninety business days, after presentation by the awarding authority, in accordance with the terms of this Bid.

Signature of Bidder *: _____

Name of Bidder: _____

Title of Bidder: _____ Date: _____

* If a partnership, additional partners should sign below:

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

BID FORM III
PRICE PROPOSAL FORM
PREPARED UNCOOKED PAN PIZZA FOR NUTRITION SERVICES
RFP #26SCH086G

The undersigned proposes to furnish prepared uncooked pan pizza for Nutrition Services in accordance with the Scope of Services. These are estimated quantities. Actual amounts may vary. This Price Proposal Form is to be signed by the individual authorized to negotiate for and commit the Proposer to a binding agreement. The bid price indicated on this form shall be construed to cover all costs incurred by the Contractor in the performance of this contract. All bid prices are to be indicated in ink (or typewritten), and written in both longhand and numerals. If there appears to be discrepancy between these figures, the price indicated in longhand shall prevail.

In the event that multiple bidders submit the same grand total bid price, the School Procurement Officer will re-calculate each year's bid price to determine the net present value of each payment, using a discount factor equal to 3%.

Company Name: _____

PRICE PROPOSAL REQUIREMENTS:

A. Prepared Uncooked Pan Pizza for Nutrition Services

The total contract price will be calculated on a per-unit basis, based on the total number of pizzas delivered at the unit prices specified below. This price proposal is based on an estimated quantity of 600 pizzas per month, for ten months, or 8,400 pizzas per year. Actual contract costs may vary up or down, based on the actual number of pizzas delivered multiplied by the unit prices listed below.

Year 1 (December 1, 2025 to June 30, 2026): 8,400 pizzas x \$ _____ /pizza (Unit Price) =
\$_____ (Total Price) per annum. (A1)

Year 2 (July 1, 2026 to June 30, 2027): 8,400 pizzas x \$ _____ /pizza (Unit Price) =
\$_____ (Total Price) per annum. (A2)

Year 3 (July 1, 2027 to June 30, 2028): 8,400 pizzas x \$ _____ /pizza (Unit Price) =
\$_____ (Total Price) per annum. (A3)

Grand Total Years 1-3: A1 + A2 + A3 = \$_____

Total Fixed Price (in Longhand): _____

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

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

Signature of Bidder *: _____

Name of Bidder: _____

Title of Bidder: _____

Date: _____

* If a partnership, additional partners should sign below:

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

BID FORM IV
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION

I. Certificate of Compliance with Massachusetts Tax Laws:

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

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY:_____
Corporate Officer (if applicable)

II. Certificate of Non-Collusion:

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

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

Signature of Individual Submitting Bid

Print name of Person Signing Bid

Name of Business or Entity

Date Signed

BID FORM V
CERTIFICATE OF CORPORATE VOTE

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

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

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

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

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

ATTEST: _____
(Clerk or Secretary)

Place of Business:

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

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

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

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

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

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

Affix Corporate
Seal Here

APPENDIX A
SHORT FORM AGREEMENT
BETWEEN TOWN AND CONTRACTOR

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

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

ARTICLE 1. AGREEMENT DOCUMENTS

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

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

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

ARTICLE 2. SCOPE OF THE WORK

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

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be for a term of ____ year(s), commencing on , 20XX and ending on , 20XX, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

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

ARTICLE 4. THE AGREEMENT SUM

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$enter dollar amount figure (enter amount in words dollars), including all reimbursable expenses.

ARTICLE 5. PAYMENT

The **Town** shall make payment as follows:

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

Attn: manager
title
address

ARTICLE 6. PROMPT PAYMENT DISCOUNTS

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

Prompt Payment Discount %	Payment Issue Date w/in
Enter percent%	Enter days Days

ARTICLE 7. TAX EXEMPT STATUS

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

ARTICLE 8. NONPERFORMANCE

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Contractor** shall be determined by the **Town** and certified to the **Contractor**.

ARTICLE 9. TERMINATION

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

The **Town** shall also have the right to immediate termination:

1. any material misrepresentation made by the **Contractor**.

2. any failure by the **Contractor** to perform any of its obligations under this Agreement including, but not limited to, the following:
 1. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Contractor's** reasonable control;
 2. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the **Contractor's** reasonable control;
 3. failure to perform this Agreement in a manner reasonably satisfactory to the **Town**;
 4. failure to promptly re-perform within reasonable time the services that were rejected by the **Town** as erroneous or unsatisfactory
 5. discontinuance of the services for reasons not beyond the **Contractor's** reasonable control;
 6. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and
 7. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The **Contractor** shall have the right to terminate this Agreement if the **Town** fails to make payment within 45 days after it is due.

ARTICLE 10. EMPLOY COMPETENT PEOPLE

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

ARTICLE 11. CHANGE IN SCOPE OF SERVICES

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

1. the unit prices remain the same or less;
2. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the *Town* and is more economical and practical than awarding another contract;
3. the **Town** and **Contractor** agree to the increase in writing;
4. the increase in the total Agreement price does not exceed 25 percent but an Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
5. the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

ARTICLE 12. NOTICE

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

The Town of Needham: Anne Gulati
Assistant Superintendent for Finance & Operations
Needham Public Schools
1330 Highland Avenue
Needham, Massachusetts 02492

The Contractor: Enter Name
Title
Company Name
Address
City, State Zip

ARTICLE 13. INSURANCE

1. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
2. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ **25,000**.
3. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
4. The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with M.G.L c. 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
5. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

The Certificate Holder shall read as follows:

The Town Assigned Contract Number and Contract Title
Town of Needham
1471 Highland Avenue
Needham, Massachusetts 02492

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. CORI CERTIFICATION

Services Do Require a CORI check

Services Do Not Require a CORI check

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

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

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

ARTICLE 16. MATERIALS AND WORKMANSHIP

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

ARTICLE 17. GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
 - i. Make goods and services conform to this Agreement;
 - ii. Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - iii. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

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

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

ARTICLE 19. GOVERNING LAW

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

ARTICLE 20. CONSENT TO VENUE

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

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

ARTICLE 21. WORK PRODUCT

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

ARTICLE 22. SUBCONTRACTING

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

ARTICLE 23. INDEPENDENT CONTRACTOR

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

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

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

ARTICLE 25. PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the Project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the **Town**, the **Contractor** acknowledges that the **Town** is a municipality for the purposes of M.G.L. c. 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to comply at all times with the obligations of the **Contractor** based on said statute.

ARTICLE 27. CONFIDENTIALITY

The **Contractor** shall comply with M.G.L. c. 66A (the Massachusetts fair information practices statute) if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment, or systems.

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

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

ARTICLE 29. SEVERABILITY

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

ARTICLE 30. FEDERAL FUNDING

For the avoidance of doubt, if checked below, this Agreement is funded in whole or in part by federal funding sources.

Funded in Whole or in Part from Federal Funds

Funded Exclusively by State and/or Local Sources

ARTICLE 31. CERTIFICATIONS

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

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

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

The **Contractor** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the **Town** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **Town** has no legal obligation to compensate a **Contractor** for performance that is not requested and is intentionally delivered by the **Contractor** outside the scope of the Agreement.

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

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

If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is

a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

The Contractor, if paid from federal funding sources, certifies that it complies with the following, as applicable: “Equal Employment Opportunity” as provided for under 41 CFR 60-1.4(b) in accordance with E.O. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp, p. 339), as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; “Davis-Bacon Act”, as amended (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”); Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); “Contract Work Hours and Safety Standards Act,” (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5); “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” 37 CFR part 401; “Clean Air Act” (42 U.S.C. 7401-7671q) and the “Federal Water Pollution Control Act,” (33 U.S.C. 1251-1387), as amended; “Debarment and Suspension” (Executive Orders 12549 and 12689), as supplemented by 2 CFR Part 180; “Byrd Anti-Lobbying Amendment,” 31 U.S.C. 1352, as implemented by 34 CFR Part 82 (“Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions”; “Procurement of Recovered Materials,” under Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the “Environmental Protection Act (EPA),” under 40 CFR Part 247, as required by 2 CFR 200.323; “Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment,” under Public Law 115-232, Section 889, as required by 2 CFR 200.216; “Domestic Preferences for Procurements,” 2 CFR 200.322; as well as: Section 1605 of Pub. L. 111-5 American Recovery and Reinvestment Act of 2009 (“ARRA”); and 2 CFR part 176.140 (“Award term - Required Use of American Iron, Steel, and Manufactured Goods - Section 1605 of the American Recovery and Reinvestment Act of 2009.”).

The Contractor, if providing goods or services to the Needham Public Schools under the National School Lunch Program, certifies that it complies with applicable provisions of the following: 7 CFR Part 210 (“National School Lunch Program”), including 7 CFR Part 210.21(d) (“Buy American”); 7 CFR 215 (“Special Milk Program for Children”); 7 CFR 220 (“School Breakfast Program”); 7 CFR 225 (“Summer Food Service Program”); 7 CFR 226 (“Child and Adult Care Food Program”); 7 CFR 245 (“Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools”); and 7 CFR 250 (“Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under ITS”.

Debarment and Suspension Certification. This certification is a prerequisite for entering into any transaction of \$25,000 or more paid from federal funding sources, or for any contractor or subcontractor participating in the construction of public buildings or public works in Massachusetts. The Contractor certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; ii) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; iii) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or iv) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; or (e) been convicted of violating M.G.L. c. 149 sections 26, 27, 27A, 27B, 27G, 27H or 148B.

Certification Regarding Lobbying. This certification is a prerequisite for making or entering into a transaction of more than \$100,000 paid from federal funding sources, as required by the “Byrd Anti-Lobbying Amendment,” 31 U.S.C. 1352, as implemented by 34 CFR Part 82. The Contractor certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; (3) The undersigned shall require that the language of this certification be included in the award documents for all

subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

National Instructional Materials Center (NIMAC) Certification: The Needham Public Schools is committed to providing print instructional materials in accessible formats to students with disabilities. If this Agreement is for the purchase of instructional print materials, the Contractor certifies that it has sent, or will send (at no additional cost to the Needham Public Schools) to NIMAC electronic files containing the contents of the print instructional materials using the National Instructional Materials Accessibility Standard (NIMAS), on or before the delivery of the print instructional materials. This does not preclude the Needham Public Schools from purchasing or obtaining accessible materials directly from the publisher.

School Based Medicaid Services Certification: If services provided under this Agreement are MassHealth-covered services within the scope of the School Based Medicaid Program, the Contractor agrees to meet the following requirements, in accordance with MassHealth regulations and sub-regulatory guidance: practitioner Random Moment Time Study Direct Service Pool Participation, practitioner license qualifications (including supervision requirements), Medicaid Medical Necessity, service authorization and service documentation. In addition, the Contractor shall timely provide to the Town all such documentation, and such other information and documentation as is reasonably requested by the Town, so that the Town is able to seek Medicaid reimbursement for the cost of such services, through the Massachusetts School-Based Medicaid program.

ARTICLE 32. COMPLIANCE WITH COVID-19 SAFETY PROTOCOLS

The Contractor shall comply with all executive orders concerning the COVID-19 State of Emergency issued by the Governor of Massachusetts (the "COVID-19 Orders") that are applicable to the Scope of the Work and which are or may be in effect during the Term of the Agreement.

ARTICLE 33. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

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

Taxpayer Identification Number

Taxpayer (Corporate) Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: _____

By*:

Printed Name:

Title:

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

TOWN OF NEEDHAM, by its Superintendent:

Superintendent
Daniel E. Gutekanst

DOCUMENT WAS REVIEWED FOR COMPLETENESS

Town Employee
Title: _____

Date

CERTIFICATION AS TO DEPARTMENT REQUIREMENTS AND TOWN USE

Department Manager

Date

CERTIFICATION AS TO CHAPTER 30B COMPLIANCE

Chief Procurement Officer

Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS

Funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein for the current fiscal year only.

Town Accountant

Date

CERTIFICATION AS TO FORM
(Required for agreements \$50,000 or more)

Town Counsel

Date

**APPENDIX B
ACKNOWLEDGEMENT OF RECEIPT**

Release Date	September 29, 2025 9:00 AM
Bid Title	Prepared Uncooked Pan Pizza for Nutrition Services
Bid Number	26SCH086G
Pre-Bid Conference	No Pre Bid Conference is Scheduled
Questions Due	October 13, 2025 12:00 PM
Bids Due	October 30, 2025 11:00 AM
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Needham Public Schools at 781-455-0434 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be rejected as not responsive.	
Name of Company or Individual (Print)	
Name/ Title of Contact (Print)	
Address (Line 1)	
Address (Line 2)	
Telephone Number	
Fax Number	
Email Address (Print)	
Signature	
Date	
* Addenda will be posted to the website. Please check the website before submitting your bid to the Needham Public Schools. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Needham Public Schools.	