



Plymouth Public Schools

INVITATION FOR BIDS SUPPLY AND DELIVERY OF PROPANE AND SERVICE

The Plymouth Public Schools invites qualified bidders to submit bids for the supply and delivery of Propane and propane equipment service for the period beginning February 1, 2024, through June 30, 2026.

GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS.

- 1) Bids can be obtained from and be accepted at the Plymouth Public Schools Administration Office, 11 Lincoln Street, Plymouth, MA 02360, **until 2:00PM Wednesday, January 17, 2024**, and will be publicly opened forthwith for this Invitation for Bids which is made in accordance with MGL c30B. The bid envelope must be sealed and clearly marked:

Bid for Supply and Delivery of Propane / Equipment Service

- 2) Award date: Award will be made within fourteen (14) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of thirty (30) calendar days following the date established for acceptance.
- 3) If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having requested the IFB. Each responder shall acknowledge receipt of any and all addendum issues by submitting acknowledgment forms provided with any Addenda. **Failure to do so shall be cause to reject the submittal as being unresponsive.**
- 4) Questions concerning this IFB must be submitted in writing to Adam Blaisdell, School Business Administrator at ablaisdell@plymouth.k12.ma.us before **12:00 PM (noon)**, Friday, January 12, 2024. Written responses will be emailed to all bidders on record as having requested the IFB.
- 5) Bids may be modified, corrected or withdrawn only by written correspondence received by the Plymouth Public Schools prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original IFB.
- 6) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Plymouth / Plymouth Public Schools or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
- 7) The Town of Plymouth / Plymouth Public Schools reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.

- 8) The Town of Plymouth / Plymouth Public Schools will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Plymouth Public Schools.
- 9) Responders must be willing to enter into the Plymouth Public Schools' sample contract..
- 10) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in the performance of service.
- 11) Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- 12) Any bids received after the advertised date and time for opening will be returned to the responder unopened.
- 13) Purchases by the Town of Plymouth / Plymouth Public Schools are exempt from federal, state and municipal sales and/or excise taxes.
- 14) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid must be signed by the authorized individual(s).
- 15) Unexpected closures: If, at the time of the scheduled bid opening, the Plymouth Public Schools' Administration Building is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.
- 16) The Town of Plymouth / Plymouth Public Schools is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.

SCOPE OF SERVICES.

TERMS

The successful bidder(s) awarded this contract(s) shall herein after be referred to as "Contractor." The Plymouth Public Schools (herein after "Town") shall include all of the departments and subdivisions receiving services under any and all resulting contracts of this invitation for bids.

DELIVERY SPECIFICATIONS

1. All deliveries shall conform in every respect with all applicable laws of the Federal Government and/or the Commonwealth of Massachusetts and/or the Town.
2. The contractor shall clean the premises of product after all deliveries and leave the grounds and buildings in good condition.
3. The contractor must upon notice of the Town or other Authorized Municipal Officer make prompt, and without charge, replacements of any Product furnished which fails to conform to specifications.
4. In case any of the school or municipal property is damaged in the process of the delivery of product, the damage shall be the responsibility of the contractor and must be repaired or replaced to the satisfaction of the Town.
5. Product must be delivered within twenty-four (24) hours of receipt of the order, except as otherwise provided for in this invitation for bids.
6. Deliveries of Products are to be made by metered trucks and delivery slips shall be stamped by the metering device indicating the amount of product delivered at each delivery. Deliveries shall be made between the hours of 7:00 a.m. and 5:00 p.m. Signed delivery slips are to be forwarded to the purchaser with invoices. Extreme caution shall be exercised by drivers upon entering and leaving school and municipal property.
7. The Town of Plymouth / Plymouth Public Schools included in this bid is listed with an estimated usage and product requested. These quantities are being set forth for the comparison of bids only and the actual amount of materials may not correspond therewith. The Town reserves the right to adjust the quantities in accordance with the actual amount of fuel required during the contract year. A contractor may submit a bid on any or all sections as specified on the bid sheet. A list of contact people will be supplied at the execution of the contract with the successful bidder.
8. All above ground tanks are owned by the town.
9. Contractor must be able to provide maintenance to all propane fueled appliances and burners.

SUPPLY AVAILABILITY

Bidders are to present as part of any bid package plans to ensure continuous delivery of Propane throughout the contract period. If at any time the contractor is unable to furnish materials as ordered or required by the Town:

1. The contractor shall be obligated to obtain delivery from another supplier and the contractor will in turn invoice the Town or other political subdivision so affected, at the price specified in such contract with the Town or other political subdivision affected; or
2. The Town may order such materials from such places as are available, and the contractor shall pay to the affected Town or other political subdivision all expenses incurred above such contract price.

PRODUCTS

PROPANE

1. Best quality Propane.
2. All Propane's shall conform to regulations, which set certain specifications on fossil fuels, which may be burned within the Commonwealth of Massachusetts after October 1, 1971. Contractor must state the producer of fuel it intends to furnish, together with a certified statement of its analysis.
3. The contractor shall make deliveries of Propane, as directed and ordered into a storage location or storage tank at the locations specified in the table below, "Destination and Estimated Yearly Consumption, Propane." All goods must be delivered in first class condition. Deliveries found otherwise are subject to rejection and replacement. All dispensing equipment shall be in good repair to make deliveries without leaking propane at the points of delivery.
4. The Propane delivered hereunder may be regularly and continuously sampled or parts thereof may be sampled, as the Town or their designee may elect. Samples may be collected, prepared, and analyzed by representatives of the Town in accordance with methods adopted by the American Society for Testing Materials (ASTM).
5. The contractor's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Plymouth Public Schools have the following Propane Tanks and estimated usage back upon Fiscal Year 2023:

Department	Location	Number of Tanks	Tank Capacity	Estimated Yearly Usage (Gal.)
Bus Pump Station at DPW	159 Camelot Dr (Bus fuel)	1	1,000	7,000
Manomet Elementary	70 Manomet Point Road (Cooking)	2	100	1,565
Indian Brook Elementary	1181 State Road (Heat)	3	2,000	39,009
Indian Brook Elementary	1181 State Road (Generator)	1	500	22
Federal Furnace Elementary	860 Federal Furnace Rd (Heat)	3	2,000	29,830
West Elementary	170 Plympton Road (Generator)	1	~200	50
Estimated Total Consumption Estimated Yearly Usage is based on 2022-2023 consumption				77,476 +/-

The numbers of gallons listed are for the purpose of determining the low bid. It is not a guarantee of actual usage and is not meant to hold the town to a specific consumption. Actual usage required on the contract may be higher or lower than the number of gallons stated.

This invitation for bids requires vendors to bid on operating expenses and profit (O.E.P.). The intent of this approach to public propane bidding is to encourage the greatest possible degree of competition among vendors. The original Base Price and subsequent wholesale prices are stipulated by the buyers and are drawn from a respected propane industry gas supplier. Vendors are asked to bid on the items mentioned above. The ultimate buyer's objective underlying this bid technique is the desire to obtain the lowest possible prices with maximum price stability.

SOURCE PRICE ADJUSTMENT POSTING

Fluctuating bid price per gallon will be tied to the Gas Supply Resources LLC Propane Base Price Notice for (a two-week period) at Providence Rhode Island plus Operating Expenses and Profit (O.E.P.). The winning bidder will be required to email the price sheet to the Town on a bi-monthly basis or as they are received by the vendor.

BIDDING ON OPERATING EXPENSES AND PROFIT (O.E.P)

This bid requires vendors to compete on the basis of delivery margin. The O.E.P., expressed in cents per gallon (not to exceed four (4) decimal places) will be a fixed amount that the winning vendor will receive for all deliveries of the respective products.

The price paid by the Town will be the O.E.P. plus the Gas Supply Resources LLC price on the day of delivery.

SERVICE / PARTS

Vendors must submit an hourly rate to repair propane components (valves, pressure gauges) and equipment both during regular and after hours. The vendor must specify the times that define regular and after hours on the bid document. Vendor must be able to provide this service themselves, not subcontract, and be able to be onsite within 4 hours. In addition, the vendor will submit a replacement part cost at their cost plus a percentage.

QUALITY REQUIREMENTS

1. Bidders must provide all the items described in Section II. and comply with all the bid submission requirements listed in Section I.
2. Bidder must demonstrate the ability to supply and deliver Propane products. Bidder shall provide a brief written description of experience in the retail propane industry including year of incorporation, number of employees, current number of accounts served in the Plymouth area, and volume of propane delivered annually.
3. The Bidder shall submit the names and phone numbers, including 24-hour beeper or answering service numbers, for those individuals involved in direct customer service aspects of this contract. These contacts will be used for communication of routine or emergency information with contractor.

REFERENCES

Bidders must provide a list of commercial businesses, located near Plymouth, for whom it supplies Propane products. Reference information must include Company Name, Contact Person, Phone Number, Fax Number and date of purchases.

Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to quality of products, timely delivery, customer service and general customer satisfaction.

RULE FOR AWARD

The contract will be awarded to the responsive and responsible bidder offering the lowest operating expenses and profit (O.E.P.) price per gallon of propane, lowest hourly rate for regular and after hours, and lowest percentage added to parts cost.

BASIS OF COMPENSATION

Invoice paid within 30 days

BID RESPONSE FORM - SUPPLY AND DELIVERY OF PROPANE PRODUCTS / SERVICE / PARTS

The undersigned proposes to the Town of Plymouth / Plymouth Public Schools the contract price stated below for the supply and delivery of Propane products in accordance with the specifications contained herein.

**Bid Price for propane must include all labor costs, all material costs, and all other expenses.
There will be no reimbursable expenses allowed in the contract.**

Propane (Estimated yearly consumption: 77,426 +/- gallons)

Contract Year	Operating expenses and profit (O.E.P.) - Price Per Gallon
Year 1 (partial year) February 1, 2024 – June 30, 2024	\$
Year 2 July 1, 2024 – June 30, 2025	\$
Year 3 July 1, 2025 – June 30, 2026	\$

Service / Labor Rates

Hourly Rate	Regular Rate	Regular Rate Applies during these Times	After Hour Rate	After Hour Rate Applies during these Times
Year 1 (partial year) February 1, 2024 – June 30, 2024	\$		\$	
Year 2 July 1, 2024 – June 30, 2025	\$		\$	
Year 3 July 1, 2025 – June 30, 2026	\$		\$	

Parts Cost

Percentage added to bidder's cost of parts

Name of bidder Telephone Number

FEIN or SSN: Email Address

Address, City, State and Zip Code

Bidder's signature: Date

NOTE: If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any 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 person signing bid or proposal

Date

Please Print Name

Name of Business

TAX COMPLIANCE CERTIFICATION

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

Federal Employer ID Number

Name of Corporation

President's Signature

Date

Please Print Name

REFERENCES

Bidder to submit a complete list of all customers contracted in the past two years. Include contact names, addresses, telephone numbers and emails, if available. Information to be provided on this Reference Form.

The bidder is informed that poor references may be the basis for a determination that the bidder is not a responsible bidder.

Reference _____	Contact _____
Address _____	Tel. _____
Dates of Service _____	Email _____

Reference _____	Contact _____
Address _____	Tel. _____
Dates of Service _____	Email _____

Reference _____	Contact _____
Address _____	Tel. _____
Dates of Service _____	Email _____

Reference _____	Contact _____
Address _____	Tel. _____
Dates of Service _____	Email _____

Attach additional sheets if necessary

The bidder is informed that poor references may be the basis for a determination that the bidder is not a responsible bidder.

Sample Contract
AGREEMENT BETWEEN
THE PLYMOUTH PUBLIC SCHOOLS / TOWN OF PLYMOUTH, MASSACHUSETTS AND
XXXXXXX

THIS AGREEMENT made effective _____, 2024, by and between the **TOWN OF PLYMOUTH / PLYMOUTH PUBLIC SCHOOLS, MASSACHUSETTS**, a municipal school district, with offices at 11 Lincoln Street, Plymouth, Massachusetts 02360 (hereinafter called the "TOWN"), and **XXXXXXXXXXXXXXXXXX** whose principal office address and state of incorporation (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 3.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Invitation for Bid / Scope of Services attached to this contract.
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any)
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.

- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Agreement, including, but not limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

ARTICLE 3 - PERIOD OF SERVICES

- 3.2 Unless otherwise provided, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, after receiving an invoice. Other than propane deliveries, all work must be approved by the TOWN in writing before work can commence.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work, with one or more invoices broken down to show the quantity of work performed and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work.
- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 – TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the TOWN shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the TOWN), all as determined by the TOWN in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
 - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the TOWN may reasonably require.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with the Invitation for Bid, Bid Response Form, Tax Compliance Certificate, Non-collusion agreement, and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
- A. Applicable federal, state and local laws, rules and regulations.
 - B. Amendments to this Agreement, if any.
 - C. This Agreement.
 - D. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

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

PLYMOUTH PUBLIC SCHOOLS,
MASSACHUSETTS:

CONTRACTOR:

Adam Blaisdell
School Business Administrator

Name President

Funding Org/Obj: _____

FEIN:

Purchase Order # _____
