



**Nashoba Regional School District  
50 Mechanic Street  
Bolton, MA 01740**

## **Request for Proposal – Racial Equity Audit**

### **Project Background**

The Nashoba Regional School District (NRSD) comprises the towns of Lancaster, Bolton, and Stow, Massachusetts. With approximately three thousand students we are committed to ensuring equitable opportunities and outcomes for all students through increased awareness, representation, practices, and communication around diversity, equity, and inclusion.

Our student body is currently made up of 1.4% African American students, 3.9% Asian students, 7.4% Hispanic students, 0.1% Native American students, 83.3% White students, 0.1% Native Hawaiian/Pacific Islander and 3.9% Multiracial students.

The Nashoba Regional School District’s mission is “Together, we inspire and challenge all learners to realize their unique potential and become active contributors to their community.” Our **Portrait of a Graduate** competencies include developing empathy within our students and culturally competent global citizens. Our defined NRSD Core Values are:

*Academic achievement and personal growth*  
*Voice, choice, and agency*  
*Lifelong learning*  
*A safe, caring, and inclusive community*  
*Collaborative partnerships, innovation*  
*A sense of belonging*

As our Core Values reflect, we believe in making our district a welcoming place for all students. The purpose of this audit is to understand our current place and future role in delivering an educational experience for our Students of Color that understands their perspectives and incorporates their experience in their academic lives.

### **Scope of Work**

NRSD is looking for an experienced professional who has worked with public education institutions to assess student access to high quality programs, high quality teaching, just discipline procedures, equitable resources, and root cause analysis of persistent achievement gaps. This contractor should have a history of coalition building and a commitment to racial and social justice for marginalized populations. The contractor will conduct a thorough review of the district. Once material is collected and analyzed, the contractor will prepare a detailed report. The district also requests a preliminary report midway through the project timeline that outlines the work completed and findings up to that point.

### **Deliverables**

- Conduct focus groups with students, families, teachers, principals, central office staff and community partners. Provide a detailed report on common themes that emerge.
- Policy review of NRSD policies and practices as outlined in the School Committee Policy, building-based staff handbooks, and the school-based student handbooks. Submit recommendations based on identified best practices.
- Assessment of financial resources distributed across the district. Provide recommendations on best practice strategies on how to for the purposes of closing achievement gaps and ensuring a sense of belonging
- Review of literature on institutional racism in public education. Identify the best practices already in place and further identify opportunities for growth based on areas of current strength.
- Assess leadership team's readiness to address institutional racism and equity. Review professional development offerings related to equity, diversity and creating schools free of bias, prejudice and discrimination. Make recommendations for improving programs to support staff readiness and awareness
- Provide a detailed analysis on district data relative to student academic performance, enrollment based on tracking, discipline, achievement, attendance, social emotional needs, dropout and graduation rates, involvement in extracurricular activities, special education and English Learner classification. Disaggregate the data by race/ethnicity, gender, socioeconomic status, disability and English language proficiency along with best practices to capture, analyze, and share that data.
- Preliminary Findings Report with a presentation to the district administration at the halfway mark of the project.
- Review current efforts to recruit and retain staff of color. Provide recommendations on how to improve staff recruitment and strategies on how to support a diverse workforce by creating a welcoming, bias free work environment. Recommend strategies used by other districts who have successfully increased the diversity of their teaching pool. Strategies should cover recruitment, onboarding, cohort development, staff retention, strategies on engaging labor unions and incentives for recruiting a diverse workforce.

- Review family and community engagement impact and practices by district and individual schools and provide recommendations on strategies for creating a safe and welcoming environment for families of color.
- Final report that assesses the causes of inequity and recommends strategies supported by researched based best practices.
- Review targeted intervention academic support, social emotional and behavioral needs. Identify strengths, challenges, opportunities and effectiveness (possible Year 2 deliverable).
- Provide recommendations on how to increase representation within the PK-12 curriculum. Recommend supports to increase student representation in advanced classes or programming (possible Year 2 deliverable).

### **Project Timeline**

NRSD will solicit bids from contractors beginning on January 17, 2023 . All bids will be reviewed by the Equity Sub-Committee and the Superintendent of Schools. The winning bid will be sent to the NRSD Business Office to finalize the contract. The work of the audit is scheduled to begin in the Spring of 2023.

### **Proposal Submission Requirements**

- A work plan describing methodologies, approaches, and roles and responsibilities for how the work will be accomplished
- Detailed description of deliverables and outcomes
- Timeline
- Estimated costs
- Experience providing consulting services, including audits or assessments related to racial equity/diversity/inclusion/cultural competency
- Experience and philosophy regarding your work as part of a multicultural/multiracial team
- Relevant experience in the education/nonprofit and philanthropic sectors
- Professional training and short bios of the proposed project team member
- A sample list of past and current clients in the public sector, preferably public schools
- Contact information for a minimum of 3 relevant references
- Proposal should be limited to 4 pages (excluding supplemental attachments).

If available, the Nashoba Regional School District intends to award a contract to a SBPP – participating business verified through COMMBUYS who submits a quote that meets or exceeds the best value requirement.

Proposals accepted until     1     PM     February 17     2023

## **Section 2: PROPOSALS**

### **1. HOW TO SUBMIT A PROPOSAL**

Proposals consist of two parts: a Price Proposal and a Non-Price Proposal. In accordance with M.G.L.

c. 30B, respondents must submit separate Price and Non-Price Proposals in separately sealed envelopes clearly marked with the following information on the front of the envelope:

Price Proposals:

**“Price Proposal for Equity Audit for Nashoba Regional School District  
Bid#BD-21-1855-NRSD-NRSD-82893”**

Non-Price Proposals:

**“Non-Price Proposal for Equity Audit for Nashoba Regional School District  
Bid#BD-21-1855-NRSD-NRSD-82893”**

The proposer shall enclose its sealed proposal in an outer envelope addressed as follows:

FROM:

(Proposer’s name and business address)

**Equity Audit for Nashoba Regional School District Bid#BD-21-1855-NRSD-NRSD-82893**

To:

Nashoba Regional School District  
Ross Mulkerin, Business and Operations Manager  
50 Mechanic Street  
Bolton, MA 01740

Proposers may submit bids in paper form only.

The proposal shall state the legal name of the proposer and shall be signed in ink by a person or persons legally authorized to bind the proposer to a contract, as follows: (1) if the proposer is an individual, by him/her personally; (2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the proposer 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. The name and title of the person or persons signing the proposal shall be typed or printed below the signature(s).

### **2. RECEIPT OF PROPOSALS**

All proposers are cautioned to allow ample time for transmission of proposals. Proposers are solely responsible for delivery to and receipt by the District of proposals by the proposal deadline. Proposals received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed proposals, regardless of postmark.

Any proposal may be withdrawn by the proposer or its duly authorized representative by written notice received by the District at the address for receipt of proposals specified in the Request for Proposals (RFP) prior to the time scheduled for the opening of such proposals or authorized postponement

thereof. No proposal may be withdrawn for sixty (60) business days after the opening of general proposals. All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the proposal opening.

### **3. COMPLIANCE WITH REQUEST FOR PROPOSAL**

Proposer must comply with all requirements of this RFP in order to be eligible for contract award. The District reserves the right to reject any or all proposals if it is in the public interest to do so. Every proposal which does not conform to statutory requirements, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, shall be considered invalid and the District shall reject any such proposal.

In addition, the District may consider informal and may reject any proposal which is not prepared and submitted in accordance with all requirements of the proposal documents, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the District, substantially less or more than the actual cost to complete the work; provided, however, that the District reserves the right to waive any and all minor informalities or non-statutory requirements.

Subject to the foregoing, if the proposal forms, specifications, or any other proposal documents require submission of special information or data to accompany proposals, and any proposer neglects to furnish such information or data with its proposal, the District may reject the proposal of such proposer as incomplete; provided, however, that the District reserves the right to deem any such omission which is not an omission of substance as an informality for which such proposal will not be rejected, and to subsequently receive such information or data prior to award of the contract.

### **4. REQUIRED PROPOSAL DOCUMENTS**

All proposals are **required** to contain the following forms fully completed and signed (if applicable) as part

- a. Certificate of Non-Collusion (Form 1 – See Attachment);
- b. Tax Compliance Certification (Form 2 – See Attachment)

### **5. PROPOSAL OPENING**

Sealed proposals will be accepted at Nashoba Regional School District, c/o Ross Mulkerin Business and Operations Manager, 50 Mechanic Street, Bolton, MA 01740 until **February 17, 2023 1:00 PM E.S.T.** Under M.G.L. c.30B, proposals will not be opened publicly. Proposals will become public record when the evaluation process is completed. All requests for copies of proposals submitted after the evaluation process is completed should be e-mailed to [rmulkerin@nrds.net](mailto:rmulkerin@nrds.net).

## **SECTION 3: PROPOSER REQUIREMENTS**

### **1. PERFORMANCE CAPABILITIES**

Proposer must be capable of providing the specified goods and services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner. Time of performance is critical to this RFP. Proposer must reassure the District of their capacity to perform within the timeframe set out in this RFP.

**Poor references may be used as a basis for determining that a vendor is not a responsible proposer.**

## **2. TAXES**

The District is exempt from town, County, State and Federal/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on each Proposal. Proposer shall obtain all appropriate tax exemption certificates from the District.

No contract may be entered into with any party that has not filed and paid all taxes required under law.

This certification is to be included with the sealed proposal. Failure to submit a statement of compliance will result in the proposal being disqualified. (Attachment 2)

## **Section 4: AWARD AND CONTRACT**

### **1. RULE OF AWARD – CONTRACT FOR SERVICES**

The **Contract for Services** (the “Contract”) (See Attachment 3) will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all requirements and comparative criteria as set forth in the RFP, including price, as solely determined by the District. Such proposer shall have complied with the requirements of this proposal invitation and possess the skill, ability and integrity necessary for the faithful performance of the work and comply with all applicable provisions of law.

The term “responsive and responsible proposer” shall mean the proposer (1) who possesses the skill, ability and integrity necessary for the faithful performance of the work, as determined by the District; and (2) Who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

In the event of a tie, the District will flip a coin assigning “heads” to the proposer whose company name is alphabetically first.

### **2. COMPARATIVE EVALUATION CRITERIA**

#### **A. A work plan describing methodologies, approaches, roles and responsibilities for how the work will be accomplished. (50% of award)**

Firm submits detailed methodologies, approaches, and roles and responsibilities for how the work will be accomplished. Firm is clear and concise in their response. - (4) Highly Advantageous

Firm submits an overview of methodologies, approaches, and roles and responsibilities for how the work will be accomplished. Firm is clear and concise in their response. - (3) Advantageous

Firm submits a vague overview of methodologies, approaches, and roles and responsibilities for how the work will be accomplished. Firm is somewhat unclear and somewhat not concise in their response. - (2) Not Advantageous.

Firm submits a vague overview of methodologies, approaches, and roles and responsibilities for how the work will be accomplished. Firm is very unclear and not concise in their response. - (1) Unacceptable.

#### **B. Proposer has demonstrated experience in similar engagements. (25% of Award)**

The Firm has demonstrated experience in at least three similar engagements with public schools. - (4) Highly Advantageous

The Firm has demonstrated experience in at least two similar engagements with public schools, and one similar engagement outside of the public school sector. - (3) Advantageous

The Firm has demonstrated experience in at least one similar engagement with public schools, and two similar engagements outside of the public school sector. - (2) Not Advantageous

The Firm has had no similar engagements within the public school sector. – (1) Not Advantageous

**C. Detailed timeline and sequence of events from project kickoff to project end. (25% of award)**

The Firm as demonstrated a clear timeline and sequence of events from the project kickoff to the project closeout. - (4) Highly Advantageous

The Firm as provided an estimated timeline and a somewhat vague sequence of events from the project kickoff to the project closeout. - (3) Advantageous

The Firm as demonstrated a minimal timeline and vague sequence of events from the project kickoff to the project closeout. - (2) Not Advantageous

The Firm as not demonstrated any timeline or sequence of events from the project kickoff to the project closeout. – (1) Not Advantageous

**3. TIMEFRAME FOR AWARD**

Award of the Contract will be made within thirty (30) business days after (1) the opening of proposals or (2) the receipt by the District of any approvals necessary from federal or Commonwealth agencies in connection with the project, whichever is later. All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the proposal opening or until a Contract is executed, whichever occurs first.

**4. RESERVED RIGHTS**

As it deems best serves the interests of the Nashoba Regional School District reserves the right to:

- a. Cancel this RFP at any time, with or without notice to prospective proposers. Reasonable efforts will be made to give timely notice.
- b. Accept or reject, in whole or in part, any and all proposals as permitted by law.
- c. Waive or adjust non-statutory proposal requirements before or after proposals are opened, while also being non-prejudicial to the interests of fair competition.

**5. CONTRACT**

The successful proposer will be notified in writing, by mail or otherwise, that its proposal has been accepted and that it has been awarded the Contract. The successful proposer shall execute the Contract (Form C) within ten (10) days after presentation of the Contract to the proposer or notice to the proposer that the Contract is ready for execution. The District shall have no obligation whatsoever to the successful proposer until such Contract is executed. **A signed contract will result from this RFP and will remain in effect for the contracted work period** or until the purpose of the contract is fully realized. While the contract is in effect, the Procurement Officer acting on behalf of the Nashoba Regional School

District may continue to place orders for the awarded items at the original proposal price.

## **ATTACHMENT "1"**

### **Certificate of Non-Collusion**

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

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(Signature of individual submitting bid or proposal)

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Name of Business

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Date



ATTACHMENT "2"

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,  
\_\_\_\_\_, authorized signatory for  
\_\_\_\_\_, do hereby certify under the pains  
and penalties of perjury that said contractor has complied with all laws of the  
Commonwealth of Massachusetts relating to taxes, reporting of employees and  
contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Sample Contract "Attachment #3" (next page)**

*Nashoba Regional School District  
50 Mechanic Street  
Bolton, MA 01740*

**CONTRACT FOR SERVICES**

This agreement made and entered into by and between the Nashoba Regional School District, 50 Mechanic Street, Bolton, MA 01740 and **Vendor Name**, who agrees to render the service(s) as described below. (Payments shall be made payable to **Vendor Name** only) (hereinafter called "**Contractor**"), and the Nashoba Regional School District (hereinafter called the "**School**"), a public school district, which has been duly organized pursuant to the Massachusetts General Laws. Whereas the School desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the School. Therefore, this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described in the enclosed attachments Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto. To the extent that a conflict arises in any of the contract documents, the following shall take precedence in descending order (highest priority listed first): Modifications to this Contract (if any); this Contract; Request for Proposals/Invitations to Bid issued by the school; Contractor's Proposal/Bid.

2. **Term of the Contract: From** \_\_\_\_\_ **To** \_\_\_\_\_  
(Start Date) (Completion Date)

**\*\*\* Contract should be executed before services are rendered \*\*\***

3. **Responsible School Chief Procurement Officer:** \_\_\_\_\_

4. **Payment:**

A. The School shall compensate the Contractor for the services at the rate of: **\$**

B. The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract and warrants that it has in its employ, and throughout the term of this Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in performing the services required by this Contract, such that the Contractor's obligations under this Contract will be carried out in a prompt, safe and professional manner.

The Contractor further warrants that it is experienced in providing any services that are required by this Contract. The Contractor agrees that it will perform services under this Contract with the highest degree of professionalism and care.

The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of any such work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

C. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s).

D. Payment will be made upon submittal and approval of the contractors' invoice that is upon completion of the project. The School agrees to make all reasonable efforts to process payments within thirty (30) days.

- E. Reimbursement for Travel:  
All travel and meals are part of this contract. No reimbursement will be made.
- F. The total of all payments made against this contract shall not exceed: **\$**

**5. Contractor's Certification:** Contractor certifies that this Contract is in full compliance with all applicable regulations and requirements of law, as set forth herein. Contractor further certifies under the pains and penalties of perjury that pursuant to M.G.L. c.62C, s. 49A, that the Contractor is in compliance with all laws of the Commonwealth pertaining to "the payment of taxes, to the reporting of employees and contractors, and to the remittance and withholding of child support"; and that pursuant to M.G.L. c.151A, s.19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, c. 152. The Contractor also represents that (s)he/it is qualified to perform the described service(s) and has obtained all requisite licenses and permits, as may be required, to perform those services.

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000
- b. Commercial General Liability Insurance, \$2,000,000 combined single limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance- Combined single limit of \$2,000,000.
- d. The School shall be named as an additional insured on each such policy of Commercial General Liability Insurance and Automobile Liability Insurance.
- e. The Contractor shall also be required to provide to the School with its proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability Insurance and Automobile Liability Insurance, which indicate that the School is named as an additional insured on each such policy.
- f. All certificates and policies of insurance shall contain the following provision: "Notwithstanding any other provision herein, should any of the above policies be canceled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the School, before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance shall be furnished to the School at the execution of this Contract. This Certificate of Insurance will be attached to this agreement as **Attachment B. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the School or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Contract.**
- h. No insurance shall be obtained from an insurer which:
  1. is not licensed to sell insurance in the Commonwealth of Massachusetts;
  2. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
  3. is a risk retention group lawfully providing insurance to its members in Massachusetts.Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

**7. Funding and Fiscal Year Appropriations:** Appropriations for expenditures by municipalities of the Commonwealth

and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve (12) month period ending June 30 of each year. The obligations of the District under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation to the District of funds sufficient to discharge the District's

obligation which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

**8. Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his/her obligations, the District may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the School.

**9. Obligations in Event of Termination:**

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the School.

B. The School shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Clause 18 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the School.

**10. Conflict of Interest:** No officer or employee of the School shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, as set forth in M.G.L. c.268A. No officer or employee of the District shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

**11. Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or unless specified otherwise by applicable federal, state, or local law, rule, or regulation. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the School, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include onsite audits, review, and copying of records. Contractors providing services over \$10,000.00 within a twelve (12) month period to the **NASHOBA REGIONAL SCHOOL DISTRICT** hereby consent to grant the Federal Controller General or their agent's access to the contractor's books, documents or records as per the Omnibus Reconciliation Act of 1980.

**12. Political Activity Prohibited, Anti-Boycott Warranty:** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151E s.2.

**13. Publicity, Publication, Reproduction and Use of Contract Products or Materials:** Unless provided otherwise by law or the School, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with School funds shall vest with the School at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the School before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the School shall have a royalty free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the School provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the Nashoba Regional School District."

**14. Confidentiality:** The Contractor shall comply with all laws and regulations relating to confidentiality and privacy as defined by M.G.L. c.66A, including but not limited to any rules or regulations of the School.

**15. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the School, nor shall (s)he/it subcontract any services without the prior written approval of the School.

**16. Nondiscrimination in Employment and Affirmative Action:** Pursuant to M.G. L. c. 151B the Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap; and the Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

**17. Choice of Law:** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the School is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

**18. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**19. Compliance with Laws and Indemnification of School:** In performing its obligations under this contract, the Contractor shall comply with all provisions of Federal, Massachusetts and member District law applicable to his work including without limitation statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and Massachusetts CORI and SORI, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof.

The Contractor shall compensate the School for all damage to School property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the School and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under this Contract, or which arise out of the violation of any federal, Massachusetts or member town statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract.

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

**19. Waivers:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

**20. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

**21. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

**22. Miscellaneous Provisions:** Any action or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Worcester County, Massachusetts, regardless of choice of law principals

If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the School in writing.

The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this Contract.

The Contractor shall not represent or purport to represent that it speaks for the School vis-à-vis the media or the public at-large without the School's express written consent in advance.

Prior to commencing services under this Contract, the Contractor shall furnish the School, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

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

Prevailing wage rates shall be paid, pursuant to M.G.L. c149 s26-27G, if they are applicable.

**To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this contract, any statutorily-mandated provisions contained herein shall control.**

**If any provision or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.**

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

**This Contract is executed as a sealed instrument.**

**23. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated below.

*Note: Effective January 1, 2001, all individuals to whom payments will be made must possess a US Tax Identification or Social Security number. No payments will be made to the individual without this number.*

**APPROVALS**

*IN WITNESS WHEREOF, the School and Contractor have executed this Contract as of:*

\_\_\_\_\_

**Contract Approved:**

**Contract Accepted as Specified:**

**Nashoba Regional School District:**

\_\_\_\_\_

**Contractor:**

*In witness whereof, the parties hereto set their hands: I, the Contractor, or acting on behalf of the Contractor, certify under the pains and penalties of perjury that to the best of my knowledge and belief, the following information is true, correct, and complete:*

\_\_\_\_\_  
Chris Mathieu, Business and Operations Manager  
/Chief Procurement Officer

\_\_\_\_\_  
By (Signature and Title)  
**Legal Address:**