



Needham Public Schools
1330 Highland Avenue
Needham, MA 02492

Requisition #:

Standard Service Agreement

A. Parties: This contract is between the **Needham Public Schools** (hereinafter “the Town”), 1330 Highland Avenue, Needham, MA 02492 and the **Contractor:**

Legal Name: _____ SSN or Tax ID # _____
Street Address _____ Town/City _____
State _____ Zip _____

B. Agreement Documents: This Agreement consists of the following, and in the event of conflicts or discrepancies between them, shall be interpreted in the following order: 1) this Agreement; 2) the Contractor’s quote, bid or proposal; 3) the Invitation for Bids, bid specifications, Request for Proposals or Purchase Description, if any; 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 and incorporated by reference. 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 and the Contractor.

C. Description of Service: The Contractor agrees to furnish all supplies, materials, equipment and labor needed to perform the scope of services identified in this section. (Describe scope in the space below, or check box and attach separate documentation.)

Check if Service Description Attached

D. Term of Contract: The Agreement shall begin on: _____ and end on: _____, unless sooner completed and subject to appropriation. The Agreement shall not be renewed or extended unless provisions for renewal or extensions were contained in the original solicitation, in which case the Agreement may be extended at the sole option of the Town.

E. Amount of Contract: The amount to be paid to the Contractor shall not exceed \$ _____, including all reimbursable expenses.

The contract amount is based on the unit price(s) and quantity(ies) listed below, or which are attached to this document.

Unit Price: _____ Quantity: _____
\$ _____ Units of Type _____

Check if Unit Price and Quantity Detail Attached

Unit prices must be inclusive of all costs. There shall be no markup for reimbursable expenses for which the supplier is liable; amounts payable for the use of patents, copyright, registered designs, trade marks and other intellectual property rights; charges for the supply of goods; extra charges for testing, inspection or packaging; charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, overhead, administration, profit or other expense.

Unit price(s) must remain firm during the contract term, except for to the extent that the original solicitation provides for price adjustments.

F. Payment to Contractor: The Town shall make payment as follows:

1. All invoices must be submitted to the "Bill To Address" referenced on the front of this purchase order and must indicate the Town's purchase order number;
2. In order to effect payment, a W-9 form, executed by the Contractor, which reflects the Contractor's legal name and remittance address or addresses must be on file at the Town;
3. Subject to Clause G,
 - a. The Town shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month;
 - b. 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;
 - c. 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; and
 - d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article, or for payment of invoices that do not reference a valid Town Purchase Order number.
 - e. All purchases are subject to appropriation or other availability of funds.
 - f. The Town shall not be subject to interest charged on late balances, per M.G.L. Ch. 41 s.51.
4. Invoices under this agreement are to be sent to: Needham Public Schools Business Office 1330 Highland Avenue, Needham MA 02492.

G. Change in Scope of Services: If this Purchase Order/Contract is pursuant to M.G.L. Ch. 30B, the Town may increase the quantity of supplies or services or both specified in this Purchase Order/Contract, provided: (a) the unit prices remain the same or less; (b) 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; (c) the Town and Contractor agree to the increase in writing; (d) the increase in the total contract price does not exceed twenty five (25) percent, but a contract 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 (d) the Town, with the agreement of the Contractor, may reduce the unit price for supplies or services or both specified in a contract to be paid by the Town at any time during the term of the contract or when an option to renew, extend or purchase is exercised.

H. 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.

I. Notices: All notices required to be given under this Agreement shall be given in writing to:

For the Needham Public Schools: Anne Gulati Director of Financial Operations Needham Public Schools 1330 Highland Avenue Needham, MA 02492 (781) 455-0400 x 11206	For the Contractor: Name: _____ Title: _____ Company: _____ Company Address: _____ City/State/Zip _____ Company Phone: _____
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J. Guarantee of Work & Employment of Competent Personnel: The Contractor shall guarantee all work performed under this Agreement against defects in workmanship or materials. If repairs or changes are required, the Contractor shall make goods and services conform to this Agreement at the Contractor's sole expense. In addition, the Contractor shall employ only competent people to perform the work specified. In the event that the Needham Public Schools determines that any person in the Contractor's employ is incompetent or otherwise unsatisfactory, such person shall be discharged from the work connected to this Agreement and not further employed, except with the consent of the Needham Public Schools.

K. 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.

L. Termination: The Town may cancel this order in whole or in part by written notice to the Contractor without liability, if the Contractor: (a) fails to deliver the goods by the date required by the Purchase Order/Contract; (b) is in breach of any other material term of the Purchase Order/Contract; (c) being an individual, commits an act of bankruptcy or becomes a bankrupt; or (d) being a corporation, is the subject of a compromise or arrangement with its creditors; in respect of property of which a receiver or a receiver and manager is appointed; or in respect of which a liquidator is appointed. In addition to 15 (a) through (d) above, the Town shall have the right to terminate in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Purchase Order/Contract, or in the event of an unforeseen public emergency mandating immediate Town action. If the purchase order indicates that it is placed under a federal grant or award, the Town shall have the right to terminate the Agreement under Section 52.249-1 of the Federal Acquisition Regulation (FAR.)

M. Insurance: 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 Contract, and shall have the Town of Needham as an additional insured on the policies. Coverage shall be in the amount of at least \$300,000 per occurrence and \$500,000 aggregate for bodily injury liability and \$100,000 per occurrence for property damage liability. 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 \$100,000 per occurrence with a maximum deductible of \$10,000. All insurance coverage shall be in force from the time of the Agreement to the date when all work/delivery of materials under the Agreement is completed and accepted by the Town. The Vendor shall, before commencing performance of this agreement, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 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.

N. Indemnification: The Contractor agrees to indemnify, defend, and save harmless the Town of Needham 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 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. If required, the Town of Needham will indemnify the Contractor and all of the Contractor's officers, agents and employees from and against all suits and claims of liability of every name and nature, up to a maximum of \$100,000 per claim, consistent with M.G.L. Ch. 258, Section 2.

O. Federal, State, Local Laws and Regulations: This contract is subject to all applicable Federal, State and Town by-laws and administrative rules, regulations and ordinances.

P. Assignment: The Supplier shall not, without consent in writing of the Town, assign or delegate, in whole or in part, or otherwise transfer any right, liability, responsibility, obligation, duty or interest under the Purchase Order/Contract.

Q. 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 Needham Public Schools.

R. Background Check:

Services Do Require Background check Services Do Not Require Background Check

If the above certification is checked "Services Do Require Background Check," employees of the Contractor must submit a signed Criminal Offender Record Information (CORI) authorization form to the Needham Public Schools' Human Resources Office prior to commencing work on the contract. Additionally, the Needham Public Schools may require employees of the Contractor to submit to a fingerprint-based federal background check at the employee's expense before beginning work.

S. Independent Contractor: The Contractor will render all services under this agreement as an Independent Contractor.

T. Binding Agreement & Assignment of Interest: This Agreement shall be binding on the Needham Public Schools and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Needham Public Schools and the Contractor. Neither the Needham Public Schools nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other, and such consent shall not be unreasonably withheld.

U. Prevailing Wage Rates: If the work under this Agreement is subject to G.L. Ch 149, s26-27D, the Prevailing Wage Law, the Contractor (and every subcontractor) shall file weekly certified payroll records with the Needham Public Schools for all employees who have worked under this contract. The Needham Public Schools and Contractor must preserve these records for a period of not less than three years.

V. Confidentiality of Information & Record-Keeping: The Contractor shall comply with G.L. Ch. 66A, if the Contractor becomes a "holder" of "personal data." In addition, the Contractor shall protect the physical security of any confidential information owned by the Needham Public Schools, which is used by the Contractor in the performance of this Contract, or is in the Contractor's possession. The Contractor shall maintain records created or received in connection with this Contract for a period of seven (7) years and shall allow the Needham Public Schools access to those records.

W. School Based Medicaid Services: 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, in accordance with the Massachusetts School-Based Medicaid program.

X. Conflict of Interest. The Contractor acknowledges that the Town of Needham is a municipality for the purposes of G.L. Ch 268A (the Massachusetts Conflict of Interest statute) and agrees, as circumstances require to act or to forbear from taking action, so as to be in compliance at all times with the obligations of a contractor under said statute.

Y. Work Product: 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 the Contractor's consultants shall become the property of the Town of Needham upon payment of sums due under this Agreement. The Town acknowledges the copyright of the Contractor and the Contractor's consultants.

Z. Certifications: By executing this agreement, the Contractor under pains and penalties of perjury certifies that: a) The Contractor is and shall remain qualified to perform all services required by this Agreement, including obtaining the requisite licenses, registrations, permits and resources for performance. b) The Contractor shall comply with all applicable federal, state and local laws and regulations. c) The Contractor has provided a quotation that was made and submitted in good faith and without collusion or fraud with any other person; d) The Contractor has the means and experience to fulfill the terms of this Agreement. e) The Contractor shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against it or any of its officers, directors, agents or subcontractors of which the Contractor has knowledge or learns of during the term of the Agreement. f) If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights. g) The Contractor, if paid from federal funding sources, certifies that it complies with: E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" 18 U.S.C. 874 and 40 U.S.C. 276c (Copeland "Anti-Kickback" Act); 40 U.S.C. 276a to a-7 (Davis-Bacon Act, as Amended); 40 U.S.C. 327-333 (Contract Work Hours and Safety Standards Act); 37 CFR part 401 (Rights to Inventions Made Under a Contract or Agreement); 42 U.S.C. 6201 (Energy Policy and Conservation Act); 42 U.S.C. 7401 et seq., as amended

(Clean Air Act); 33 U.S.C. 1251 et seq., as amended (Federal Water Pollution Control Act); 31 U.S.C. 1352, as implemented 34 CFR Part 82 (Byrd Anti-Lobbying Amendment); E.O.s 12549 and 12689 (Debarment and Suspension); Section 106 of "TVPA" (Trafficking Victims Protection Act of 2000); American Recovery and Reinvestment Act of 2009; Pub. L. 111-5 ("ARRA"), Section 1605 of ARRA; and 2 CFR part 176.140 (Buy American.)

AA. 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.

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

AC. Consent to Venue: All legal actions or proceedings arising in connection with this Agreement shall be initiated and litigated in the Dedham District Court or the Norfolk Superior Court, in Norfolk County, Massachusetts. The parties waive their right to a jury trial.

AD. Good Faith Certification. As required by M.G.L. Ch. 30B s. 10, the undersigned certifies under penalties of perjury that the attached quote was 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 Quote

Name of Business

AE. Certificate Of Compliance With Massachusetts Tax Laws: As required by law, the undersigned certifies that the Vendor is in compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the Vendor 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 G.L. c. 119A, s. 12;

By: The Contractor*:

Taxpayer Identification # (SSN or FIN)

Signature of Individual (or Corporate Name)

Date

BY: _____
Corporate Officer (if applicable)

AF. IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Town of Needham Terms and Conditions of Order for any applicable Purchase Order/Contract executed with the Town of Needham as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATURE:

By: Contractor*:

Signature/Date

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.

NEEDHAM PUBLIC SCHOOLS AUTHORIZED SIGNATURE:

By:

Signature/Date

Printed Name/Title

Certification as to Compliance with MGL Ch30B:

This is to certify that this procurement was made on behalf of the Town of Needham in accordance with the requirements of M.G.L., Ch. 30B.

By: _____
Procurement Officer

Date: _____

Certification as to Form (Town Counsel) Required for Agreements of \$25,000 or More:

By: _____
Town Counsel

Date: _____

Certification as to Availability of Funds:

This is to certify that the funds have been appropriated by the Town of Needham for the purposes set forth in the Contract herein.

A/C#: _____

By: _____
Director of Financial Operations

Date: _____