



**Needham Public Schools**  
**Terms & Conditions of Order**

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

Legal Name: \_\_\_\_\_

Street Address \_\_\_\_\_

Town/ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Taxpayer Identification # (SSN or FIN) \_\_\_\_\_

**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 Town’s Invitation for Bids, Bid Specifications, Request for Proposals or purchase description, if any; 3) the Contractor’s Quote, Bid, Proposal and/or Terms; 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. Purchase Description:** The Supplier agrees to furnish the following supplies, materials and/or equipment identified in the purchase description below. (Enter purchase description in the space below, or check box and attach separate documentation.)

Check if Purchase Description Attached

**D. Term of Agreement:** 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, consistent with M.G.L. c. 30B, s. 12.

**E. Amount of Agreement:** Subject to Clause K, the total 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/ Unit of Measure:	Quantity:	Item Description:
\$ _____	_____	_____
\$ _____	_____	_____
	_____	_____

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Check if Unit Price and Quantity Detail Attached

**F. Inclusive Price:** Unless otherwise stated, unit prices are 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, trademarks 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 to the extent that the original solicitation provides for price adjustments.

**G. Scope of Work:** The Contractor shall furnish all supplies, materials and equipment specified in Section 3 of this Agreement.

- a. **Packing:** The Supplier is responsible for ensuring that the goods are packed so as to ensure safe delivery.
- b. **Delivery:** Delivery of the goods must be made in the manner specified on the face of this order. The Town may specify in writing a date and time for delivery. Notwithstanding the foregoing, the Contractor shall not be liable for delay in delivery due to causes beyond the Contractor's control and without Contractor's fault or negligence, provided the Contractor exercises due diligence in promptly notifying the Town of conditions which will result in delay, and provided further, if the Contractor's delay is caused by default of a subcontractor or supplier, such default arises out of causes beyond the control of both the Contractor and subcontractor or supplier and without the fault or negligence of either of them, and the supplies to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. Freight terms shall be as noted on the face of this order.
- c. **Quality:** The goods must be delivered free from defects in materials and workmanship, and at least of merchantable quality. The Town can inspect the goods at any time prior to acceptance and reject any goods found not to conform to the terms of this Agreement. After acceptance, the Town can reject goods for any non-conformity that could not have been discovered by reasonable inspection before acceptance. The Town shall not be liable to pay for any rejected goods or for any damage done to, or costs arising from, inspection or rejection of the goods. If the Town rejects any goods, the Contractor must, without prejudice to the Town's rights otherwise arising under this Agreement, or the general law, comply with the Town's wishes to: (a) replace, without cost to the Town, the rejected goods with goods in all respects in accordance with this Agreement; (b) refund any payment for the rejected goods; or (c) repair the goods, on site or otherwise, to the satisfaction of the Town; and, in the case of (a) or (b), must remove the rejected goods at the Contractor's expense.
- d. **Substitution:** Non-conforming goods will not be accepted. The Town must approve in writing, any substitution of non-conforming goods, prior to shipment.
- e. **Material Safety Data Sheets:** The Contractor shall furnish a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. c. 111F s. 8-10, and the regulations contained in 44 O.M.R. s. 21.06) that is shipped against this order.

**H. Risk of Loss:** The vendor assumes risk of loss for commodities in transit. Subject to Clause 7, the risk of loss of or damage to the goods passes to the Town upon delivery.

- I. **Warranty:** Where the Town gives prompt notice of any defect or omission discovered in goods during any warranty period, the Supplier must correct that defect or omission without delay and at no cost to the Town. The Contractor must meet all costs of and incidental to the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.
- J. **Ship To:** The Supplier shall address all shipments as noted on the face of this order. All correspondence, packages and invoices must indicate the purchase order number, requisitioned by name and delivery address as indicated on this order.
- K. **Change in Scope of Services:** If this Agreement is pursuant to M.G.L. c. 30B, the Town may increase the quantity of supplies or services or both specified in this Agreement, provided: (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.
- L. **Payment:** The Town shall make payment as follows:
  - f. All invoices must be submitted to the “Bill To Address” referenced on the front of the Town’s purchase order and must indicate the Town’s purchase order number;
  - g. 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;
  - h. Subject to Clause 3,
    - i. The Town shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month;
    - ii. 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;
    - iii. 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
    - iv. 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.
    - v. All payments are subject to appropriation or other availability of funds.
    - vi. The Town shall not be subject to interest charged on late balances, per M.G.L. Ch. 41 s.51.
  - i. Invoices under this agreement are to be sent to: Needham Public Schools Business Office, 1330 Highland Avenue, Needham, MA 20492, Attn: Accounts Payable.
- M. **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.
- N. **Notice:** All notices required to be given under this Agreement shall be given in writing to:

*For the Needham Public Schools:*  
 Anne Gulati  
 Asst. Superintendent for  
 Finance & Operations  
 Needham Public Schools  
 1330 Highland Avenue  
 Needham, MA 02492  
 (781) 455-0400 x 11206  
 anne\_gulati@needham.k12.ma.us

*For the Contractor:* \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- O. 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 Agreement. General liability coverage shall be in the amount of at least \$300,000 per occurrence and \$500,000 aggregate for bodily injury liability and \$300,000 per occurrence and \$500,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$100,000 per person and \$300,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. The Contractor shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with M.G.L. c. 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
- P. 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 Supplier 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. c. 258, Section 2.
- Q. Materials and Workmanship:** Unless otherwise specified, all materials and equipment incorporated in the work under these Terms and Conditions shall be new. All workmanship shall be first class and provided by persons qualified in the respective trades.
- R. Guarantee of Work:** Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Town are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Town and at its own expense: (a) Make goods and services conform to this Agreement; (b) Make good all damage to the Town, or equipment or contents thereof, which, in the opinion of the Town, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and (c) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.
- S. Assignment:** Neither Needham Public Schools nor the Contractor shall assign, delegate, in whole or in part, sublet, or transfer any right, liability, responsibility, obligation, duty or interest under the Agreement, without the written consent of the other, and such consent shall not be unreasonably withheld.
- T. Conflict of Interest:** The Contractor acknowledges that the Town is a municipality for the purposes of M.G.L. c. 268A (the Massachusetts Conflict of Interest statute), and agrees, as circumstances require, to take actions and to forebear from taking actions so as to be in compliance at all times with the obligations of the Contractor based on said statute.
- U. Confidentiality:** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data." The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor's possession, or used by the Contractor in the performance of this Agreement, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.
- V. Interpretation:** In these Terms and Conditions of Order: (a) "manufacture" includes grow, extract, produce, process and/or assemble, and (b) "goods" includes materials, plant, equipment and/or associated services or the provision of services alone.

- W. Subcontracting:** The Contractor shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the Town.
- X. Binding Agreement:** This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor.
- Y. Contract Amendments:** All contract amendments must be in writing and signed by officials with authority to bind the Contractor and Town of Needham.
- Z. 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.
- AA. 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 Agreement; (b) is in breach of any other material term of the Agreement; (c) being an individual, commits an act of bankruptcy or becomes 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 (a) through (d) above, the Town shall have the right pursuant to M.G.L. c. 44 s. 31 to terminate in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, 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.)
- BB. Consent to Venue:** The Contractor and Town agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- CC. Applicable Law:** The Agreement and performance thereunder 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.
- DD. Severability:** If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.
- EE. Federal Funding.** For the avoidance of doubt, if checked below, this agreement is funded in whole or in part by federal funding sources.

Funded in Whole or in Part from Federal Funds     
  Funded Exclusively by State and/or Local Sources

**FF. General 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; and f) if an employer, the Contractor certifies compliance with applicable state and federal employment laws or

regulations, including but not limited to the following: minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, fair labor practices; M.G.L. c. 149 (Labor and Industries); M.G.L. c. 150A (Labor Relations); M.G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); M.G.L. c. 151A (Unemployment Insurance); M.G. L. c. 151B (Unlawful Discrimination because of Race, Color, Religious Creed, National Origin, Ancestry or Sex); M.G.L. c. 151E (Prohibition of Certain Discrimination by Businesses); M.G.L. c. 152 (Workers' Compensation); M.G.L. c.153 (Liability of Employers to Employees for Injuries Not Resulting in Death); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act); Consumers and Civil Rights.

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

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

**GG. Debarment and Suspension Certification.** This certification is a prerequisite for entering into any transaction of \$25,000 or more paid from federal funding sources, or for any contractor or subcontractor participating in the construction of public buildings or public works in Massachusetts. Non-federal entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as supplemented by 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Additionally, Contractors convicted of violating M.G.L. c. 149 sections 26, 27, 27A, 27B, 27G, 27H or 148B are prohibited from participating in the construction of public buildings or public works for prescribed periods of time under M.G.L. Ch 149 s 27C. The Contractor certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; ii) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; iii) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or iv) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; (d) Have not within a three-year period preceding this application had one or

more public transactions (Federal, State, or local) terminated for cause or default; or (e) been convicted of violating M.G.L. Ch. 149 sections 26, 27, 27A, 27B, 27G, 27H or 148B.

**HH. Certification Regarding Lobbying.** This certification is a prerequisite for making or entering into a transaction of more than \$100,000 paid from federal funding sources, as required by the “Byrd Anti-Lobbying Amendment,” 31 U.S.C. 1352, as implemented by 34 CFR Part 82. The Contractor certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**JJ. Good Faith Certification.** The Contractor 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.

**KK. Certificate Of Compliance With Massachusetts Tax Laws:** As required by law, the undersigned certifies that the Contractor is in compliance with Federal tax laws; State tax laws including M.G.L. c. 62C, M.G.L. c. 62C, s. 49A (the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the Commissioner of Revenue); reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, s. 12;

**LL. 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: The Contractor\*:**

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Contractor Signature

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Printed Name

\_\_\_\_\_  
Date Printed 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:**

\_\_\_\_\_  
Needham Public Schools Authorized Signature Printed Name

\_\_\_\_\_  
Date Printed Title

**MM. Certification as to Compliance with M.G.L. c. 30B (Needham Public Schools Only):**

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., c. 30B:

\_\_\_\_\_  
Needham Public Schools Procurement Officer Printed Name

\_\_\_\_\_  
Date Printed Title

**NN. Town Counsel Certification as to Form, Required for Agreements of \$50,000 or More (Town of Needham Only):**

\_\_\_\_\_  
Needham Town Counsel Printed Name

\_\_\_\_\_  
Date Printed Title

**OO. Certification as to Availability of Funds (Needham Public Schools Only):**

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

\_\_\_\_\_  
Assistant Superintendent for Finance & Operations Printed Name

\_\_\_\_\_  
Date Printed Title

\_\_\_\_\_  
Account Number or PO/ Requisition Number