



**NEEDHAM PUBLIC SCHOOLS  
1330 Highland Avenue  
Needham, MA 02492**

**December 2020**

**REQUEST FOR PROPOSALS (RFP)  
21SCH099G**

**TOWN OF NEEDHAM**

**SCHOOL DEPARTMENT**

**Instrumental Musical Equipment (Strings) Rental Services**

The Needham School Committee invites sealed bid proposals for the provision of **Instrumental Musical Equipment (Strings) Rental Services** for the **three year period beginning July 1, 2021 through June 30, 2024**. Request for Proposal packages will be available from the Office of the **Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492**, or may be downloaded from <http://www.needhamma.gov/bids.aspx> beginning **December 18, 2020 9:00 AM**.

Proposals are returnable to the Office of the **Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492** no later than **January 15, 2021 at 10:30 AM**, at which time and place they will be opened in the presence of one or more witnesses. **LATE PROPOSALS** will not be accepted. The Town reserves the right to reject any and all proposals as determined to be in the interests of the Town and to waive minor informalities.

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

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

<b>Needham Public Schools Procurement in Brief</b>		
<b>Primary Procurement Contact</b>	Melane Bisbas School Business and Operations Coordinator 1330 Highland Avenue Needham, MA 02492 781-455-0400 x 11204 melane_bisbas@needham.k12.ma.us	
Event	Date	Details
<b>Title</b>	<b>Instrumental Musical Equipment (Strings) Rental Services</b>	
<b>Contract Number</b>	<b>21SCH099G</b>	
RFP Available	<b>December 18, 2020 at 9:00 AM</b>	Request for proposal packages are available from the Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492, or may be downloaded from <a href="http://www.needhamma.gov/bids.aspx">http://www.needhamma.gov/bids.aspx</a> .  Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those materials using the Acknowledgement of Receipt form found in Appendix B and for checking the website periodically for any addenda that may be issued.*
Pre-Bid Meeting	<b>No Pre-Bid is Scheduled</b>	
Proposal Presentation	None Required	
Deadline for Written Questions	<b>January 4, 2021 12:00 PM Needham Public Schools will not respond to questions submitted after the above date.</b>	Questions must be submitted in writing, via fax, email or US post to: <b>Melane Bisbas School Business and Operations Coordinator 1330 Highland Avenue Needham, MA 02492 781-455-0400 x 11204 melane_bisbas@needham.k12.ma.us</b> Oral communications are not binding on the School Department. Responses to questions submitted in writing will be forwarded to all persons on record as having received the RFP.
Addenda	If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed or emailed to all bidders on record as	

	having received the RFP. Addenda also will be posted to the Town of Needham bid website at <a href="http://www.needhamma.gov/bids.aspx">http://www.needhamma.gov/bids.aspx</a> .	
When and Where are Bids Due?	<p><b>January 15, 2021, at 10:30 AM</b></p> <p><b>LATE PROPOSALS will not be accepted.</b></p>	Bids are due to the Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492 by the due date and time. If, on the bid due date, the above office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays.) Bids will be accepted at the same location until that date and time.
Number of Required Copies	One original + 3 copies of all forms	
Bid Opening	<b>January 15, 2021, at 10:30 AM</b>	Sealed proposals are NOT publicly opened. Proposals will be opened in the presence of one or more witnesses. A list of bidders will be made available after the submission deadline.
Bid Surety (Bond) Requirements	None Required	
Contract Award	Award will be made within 60 business days after the bid opening.	
Contract Length	Three years	
<b>Upon Award of Contract</b>		
Payment Bond	None Required	
Performance Bond	None Required	
Insurance	Refer to Contract Terms	
<p><b>* <i>Bid Acknowledgement</i></b></p> <p>It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in <b>Appendix C</b>. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.</p>		

**NEEDHAM PUBLIC SCHOOLS**  
**1330 Highland Avenue**  
**Needham, MA 02492**

**December 2020**

**Instrumental Musical Equipment (Strings) Rental Services**

**REQUEST FOR PROPOSALS (RFP)**  
**21SCH099G**

**I. INFORMATION & INSTRUCTIONS TO BIDDERS**

**1. Questions:**

Bidders must read these specifications carefully. Questions about the specifications shall be submitted in writing via fax, email or U.S. post to the address specified below, no later than **January 4, 2021 at 12:00 PM**. Needham Public Schools will not respond to questions submitted after that date.

Melane Bisbas  
School Business and Operations Coordinator  
1330 Highland Avenue  
Needham, MA 02492  
781-455-0400 x 204  
fax 781-455-0434  
[melane\\_bisbas@needham.k12.ma.us](mailto:melane_bisbas@needham.k12.ma.us)

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

**2. Downloading Bid Documents from the Town of Needham website**

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

**3. Bid Acknowledgement**

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

do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.

4. **Bid Addenda**

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

5. **Pre-Bid Conference**

No Pre-Bid Conference is scheduled.

6. **When and Where are Bids Due?**

Bids will be received by the Assistant Superintendent for Finance and Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **January 15, 2021 at 10:30 AM**, at which time and place they will be opened in the presence of one or more witnesses. This is not a public bid opening.

7. **Unexpected Closure or Delays**

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

8. **Late Submissions**

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

9. **Submission Requirements**

A. Proposals consist of a non-price (technical) proposal and a price proposal, which must be submitted separately from one another. The non-price proposal must be submitted separately from the price proposals, in a sealed envelope marked "Non-Price Proposal." Price proposals must be submitted in a separate, sealed envelope marked "Price Proposal." ***INCLUSION OF ANY PRICE INFORMATION IN THE NON-PRICE PROPOSAL, OR ANY COPY THEREOF, SHALL BE THE CAUSE FOR REJECTION OF THE ENTIRE PROPOSALS, WITHOUT EXCEPTION.***

B. Bids are to be prepared and submitted on the bid forms provided herein. Bids submitted on other forms, which are incomplete, or which are not signed, may be rejected.

C. A bid must be signed as follows: 1) if a bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general

partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

D. A complete proposal will include the following items, in the designated quantities, completed in full and appropriately signed:

**Non-Price Proposal:**

Document/Item	Quantity
1. Bid Form I, Bid Checklist	
2. Bid Form II, Non-Price Proposal Form, Bidder Information & Statement of Qualifications	One Original + 3 Copies
3. A Plan of Services, describing how the bidder shall fulfill the Scope of Services.	One Original + 3 Copies
4. A list of operator-owned instruments by type and by brand including age of instrument. (NO PRICE)	One Original + 3 Copies
5. Bid Form IV, Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion, signed by the individual authorized to negotiate for and contractually bind the Proposer.	One Original + 3 Copies
6. Bid Form IV, Certificate of Corporate Vote, completed and signed.	One Original + 3 Copies
7. Three current reference letters, preferable from School Districts where instrument rental services are provided by your company.	One Original + 3 Copies

**Price Proposals (SUBMITTED IN A SEPARATE SEALED ENVELOPE)**

Document/Item	Quantity
1. Bid Form III, Price Proposal Form, signed by the individual authorized to negotiate for and contractually bind the Proposer.	One Original + 1 Copy
2. A completed W-9 form, "Request for Taxpayer Identification Number and Certification."	One Original + 1 Copy

**10. Premature Bid Opening**

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

**11. Bid Modifications or Withdrawals**

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

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

12. **Rejection of Bids**

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

13. **Bonds**

No bond required.

14. **Uniform Procurement Act (MGL Ch30B)**

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

15. **Prices Firm for 60 Days**

All bid prices submitted in response to this RFP must remain firm for sixty (60) days following the bid opening, until a contract is executed, or the RFP is cancelled, whichever occurs first.

16. **Taxes**

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

17. **Public Records**

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

complying with a public records request. The cost of performing a search and segregation of records generally will not exceed \$25.00 per hour.

#### 18. **Conflict of Interest**

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

#### 19. **Other Notices**

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

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

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

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

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

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

The school procurement officer has determined that selecting the most advantageous proposal for **Instrumental Music Equipment (Strings)** will require comparative judgments of factors in addition to price, including: condition and quality of instruments, convenience to parents, and ability to perform services.

### III. ***CONTRACT AWARD & BIDDER QUALIFICATIONS***

#### 1. **Rule for Award/Contract Issuance:**

A. One contract for **Instrumental Musical Equipment (Strings) Rental Services** will be awarded to the responsive and responsible bidder providing the most advantageous proposal based on the evaluation criteria and price. The award will be subject to satisfactory reference checks.



- B. The Needham School Committee will award the contract under this bid within sixty (60) business days after the opening of the bids.
- C. Should there be a reason why the contract cannot be awarded within the time referenced herein, the time for award may be extended for up to 45 additional days by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
- D. The Needham Public Schools reserves the right to reject any and all proposals as determined to be in the best interest of the Town and to waive minor informalities.
- E. The successful bidder must enter into the Short Form Agreement prepared by Town Counsel of the Town of Needham (Appendix A), or a contract in substantially similar format.
- F. This Contract is subject to cancellation if funding is not appropriated or otherwise not made available.
- G. The award will be subject to satisfactory reference checks, conducted by the School Department.

**2. Bidder Qualifications:**

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

**3. Estimated Quantities:**

Unless otherwise stated, the quantities identifies herein are ESTIMATES ONLY, given for informational purposes and as a basis for comparison of bids. Actual quantities may be more or less than the estimates provided herein.

**IV. PURCHASE DESCRIPTION & SCOPE OF SERVICES:**

**1. Overview**

The bid will cover the provision of musical instrument equipment rental services, beginning July 1, 2021, and ending June 30, 2024. These services include:

- a. Instrument rental to students participating in Needham Public School instrumental music programs; and
- b. Optional rental instrument maintenance (repair and replacement) services, and insurance against instrument theft/damage/loss.

The Contractor must provide the following rental instruments under this contract, including *both* appropriate cases and the accessories specified below:

- a. Violin (all sizes) each student instrument will be in a case and have new dominant strings, fine tuners on all strings, string protectors for A and E strings, custom hand fitted bridge, fiberglass or wood bow with horsehair on the bow. Additionally, each student will be provided with an extra set of strings, a fitted foam shoulder rest, new rosin, and the specified method book.
- b. Viola (all sizes) each student instrument will be in a case and have new dominant strings, fine tuners on all strings, string protectors for A and D strings, custom hand fitted bridge, fiberglass or wood bow with horsehair on the bow. Additionally, each student will be provided with an extra set of strings, a fitted foam shoulder rest, new rosin, and the specified method book.
- c. Cello (all sizes) each student instrument will be in a case and have new dominant strings, fine tuners on all strings, custom hand fitted bridge, fiberglass or wood bow with horsehair on the bow. Additionally, each student will be provided with an extra set of strings, an endpin anchor strap, new rosin, and the specified method book.
- d. Bass (all sizes) each student instrument will be in a case and have new dominant strings, hand-fitted bridge, fiberglass or wood bow with horsehair on the bow. Additionally, each student will be provided with an extra set of strings, an endpin stopper, rosin and the specified method book.

The Contractor must provide one “scholarship” instrument for every 25 rented to the Director of Fine & Performing Arts for distribution to students desiring to participate in the program, but without the financial resources to do so. Determination of who will receive a scholarship instrument will be made by the Director of Fine & Performing Arts using Needham School Department guidelines and is confidential. These “scholarship” instruments are for use during the school year and will be returned to the Contractor by June 30<sup>th</sup>. In no way will Needham Public Schools be held liable for damage to the loaner instruments.

The instrument rental bid prices specified on **Bid Form III: PRICE PROPOSAL** shall include the cost of the case and specified accessories. Unit prices shall be based on a rental period of one month. The bid award will be based on a 12 month period, although parents may rent for less than 12 months.

The maintenance (repair and replacement) and insurance bid prices specified on **Bid Form III: PRICE PROPOSAL** shall be based on a rental period of one month. The bid award will be based on a 12 month period, although parents may rent for less than 12 months.

If the student/family wishes to purchase the instrument at the end of the rental period, rental payments paid to date are to be credited to the eventual purchase of the instrument. Instruments loaned to “scholarship” students may not be purchased for private ownership.

Estimated bid quantities are specified on **Bid Form III: PRICE PROPOSAL**. If less or more than the estimated number of instruments are required, the contract quantities will be adjusted to reflect the actual number of instruments needed at that time, based on the bid price per instrument.

Instruments must be the appropriate quality for a students level; Beginner, intermediate, and advanced. Instruments will be recognized national name brands and in good condition. Brands and/or models being proposed must have a minimum of five years of documented successful use by elementary age students in programs comparable to Needham's. The successful bidder will also have rental options for non-beginning instruments.

All rental instruments must be in playing condition upon delivery to the parents and/or school and meet the guidelines set above. At the beginning of each school year, a set of instruments as outlined below will be delivered to each school at no charge to the schools to be used at the discretion of the teacher.

Elementary schools and High Rock; a half size (1/2) violin, 12" viola (or equivalent), a half size (1/2) cello, and a 1/2 size bass.

Pollard Middle School: 3/4 size violin, 13" viola (or equivalent) 3/4 cello, and a 1/2 size bass.

High School: 4/4 violin, 16" viola, 4/4 cello, and 4/4 size bass.

These items have to be in good condition, and ready for use. Like new is acceptable. The vendor will be responsible for maintenance of these items, and they will be returned to the vendor as soon as school ends in the summer.

The successful bidder will accept all payments directly from the student or student's family for instrument rentals. **No payments to the Contractor will be made by Needham Public Schools, under this contract.**

The rental Company will provide the Fine and Performing Arts Department with materials to be shared with families outlining the rental program prior to September 1 of each school year. The rental Company will schedule instrument demonstrations at each of the Elementary Schools during the School Day upon request of the Fine and Performing Arts Department.

The Rental Company will come to Needham at least two evenings in the Fall of each school year (date to be determined by the Needham School Department) and other dates as requested, to make a presentation of program details to the families and deliver the rental instruments.

The rental Company will designate in collaboration with the Needham School Department at least two evenings at the end of the school year where they will come to pick-up instruments from families no longer continuing with the rental.

If a rented instrument requires repair, the Contractor will provide a loaner instrument to the student renter at no additional charge.

The successful bidder will make weekly site visits to designated schools in Needham, at a time that is mutually agreeable to both the bidder and the Director of Fine Arts, for the purpose of providing weekly service.

Weekly service at the schools will include:

- a. Delivery and pickup of needed supplies and instruments
- b. Delivery of loaner instruments as needed
- c. Pickup of instruments needing repair at the store

d. On-site minor repairs of rental instruments

The successful bidder must provide a list of all students who receive rental instruments each year, sorted by school to the Director of Fine & Performing Arts, Needham High School, 609 Webster Street, Needham MA 02494 by October 30 of each school year.

The successful bidder will be required to obtain and maintain general liability and motor vehicle and insurance as required by **Article 13 of Appendix B: Short Form Agreement Between Town and Contractor.**

The Committee reserves the right to cancel the contract unilaterally, upon thirty (30) days notice, for violation of any part of the contract, but in so doing, will not waive any rights or remedies which the Town may have against the Contractor.

The vendor must operate and maintain a retail outlet within driving distance (40 Miles from the School Administration building located at 1330 Highland Ave) that also has repair facilities, and the ability to display musical instruments to prospective parents and students who may not be able to attend the family music night demonstration/signups.

**1. Scope of Service & Quality Requirements**

- a. Proposals must meet the following REQUIRED MINIMUM CRITERIA to be eligible for contract award:
  - i. Proposers must comply with the Submission Requirements (Section I, item 9)
  - ii. Proposers must have been in business for at least two (2) years providing musical equipment leasing and maintenance services.
  - iii. Proposers must meet all product, quantity and service requirements specified in Section IV Scope of Services.
  - iv. Proposers must submit a complete list of owned instruments, age of instruments, make and model, and condition of instrument must be included, that will be available to the Needham Public Schools, as part of the Non-Price Proposal.
  - v. Proposers must submit a description of services that includes family rental information and service plans, delivery service, a description of instrumental distribution and pick-up nights.
  - vi. Proposers must provide sample instruments and/or facility access to Needham Public Schools personnel to evaluate the instrument inventory prior to award of the bid. The Director of Fine and Performing Arts will determine both the scope and method of evaluation. The Director of Fine and Performing Arts will work cooperatively with the Proposer to identify mutually agreeable dates for the instrument inventory evaluation.
  - vii. Employees of the proposer who will enter Needham Public School buildings during regular school hours must pass a CORI records check conducted by Needham Public Schools, prior to the scheduled start of the School Year.

- viii. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents.
- ix. Proposals shall be prepared, considered, and the Contract awarded in accordance with Massachusetts General Law (M.G.L.) Chapter 30B.
- x. Proposals must be completed on the forms provided herein, and must be submitted by the required due dates.
- xi. The Proposer must provide one “scholarship” instrument for every 25 rented to the Director of Fine & Performing Arts for distribution to students desiring to participate in the program, but without the financial resources to do so. Determination of who will receive a scholarship instrument will be made by the Director of Fine & Performing Arts using Needham School Department guidelines and is confidential. These “scholarship” instruments are for use during the school year and will be returned to the Contractor by June 30th.
- xii. Three current reference letters, preferable from School Districts where instrument rental services are provided by your company.

## **2. Selection Process**

- a. Proposals will be evaluated in a two-stage process by a Technical Review Committee and the School Procurement Officer.
  - i. Proposals first will be reviewed by a Technical Review Committee, consisting of the Director of Fine and Performing Arts, two Fine and Performing Arts teachers and a representative from the Finance Office. This committee will review the non-price proposals that meet the minimum requirements identified in Section IV.2 and the Submission Requirements outlined in Section I.9, without knowledge of price. Proposals will be judged based on the comparative evaluation criteria described in Section V. At the conclusion of the evaluation, the Committee will prepare a summary evaluation of the non-price proposals and will submit the summary evaluation to the School Procurement Officer for review.
  - ii. The School Procurement Officer then will open the price proposals, after the evaluation of the non-price proposals is completed.
  - iii. The School Procurement Officer will determine the most advantageous proposal, taking into consideration both the Technical Review Committee’s evaluation of the non-price proposals, as well as the price proposals, and will submit this recommendation to the Superintendent.

- b. The Needham School Committee, acting through its Superintendent, will award the contract to the responsive and responsible bidder offering the most advantageous proposal.

**V. COMPARATIVE EVALUATION CRITERIA**

- a) Proposals that meet the minimum requirements described in the Scope of Services (Section IV.2), will be further evaluated on the comparative criteria listed below. For each criterion, proposals will be assigned a rating of Highly Advantageous, Advantageous or Not Advantageous. After rating each proposal based on the following criterion, an overall rating will be assigned. Criteria that will be used for comparative purposes are listed below.

Overall Proposal	
Highly Advantageous	The proposal is complete, demonstrating a clear understanding of the scope of services to be performed and how the services would be provided in accordance with the Needham School Department's needs.
Advantageous	The proposal is complete.
Not Advantageous	The proposal is incomplete and/or lacks clear understanding of the scope of services to be performed and how the services would be provided in accordance with the Needham School Department's needs.
Proximity to Needham	
Highly Advantageous	The vendor has a retail store within 20 miles of NPS Administration Building
Advantageous	The vendor has a retail store within 30 miles of the NPS Administration Building.
Not Advantageous	The vendor has a retail store within 40 miles of the NPS Administration Building.
Condition & Quality of Musical Instruments	
Highly Advantageous	The instrument inventory list shows a wide variety of instruments that meet various student playing levels; Beginner, Intermediate, and Advanced. The instrument inventory list shows a mathematical majority of instruments that are less than 5 years old. The sample instruments provided show a product that met all specifications of the bid and were of high quality when considering tone quality, playability, and condition.
Advantageous	The instrument inventory list shows some variety of instruments that will meet various student playing levels; Beginner, Intermediate, and Advanced. The instrument inventory list shows a mathematical majority of instruments that are less than 10 years old. The sample instruments provided show a product that met all specifications of the bid and were of good quality as determined by tone quality,

	playability, and condition
Not Advantageous	The instrument inventory list shows little or no variety of instruments that would meet various student playing levels; Beginner, Intermediate, and Advanced. The instrument inventory list shows a mathematical majority of instruments that are more than 15 years old. The sample instruments provided show a product that were of low quality/ and or in poor condition as determined by tone quality, playability, and condition.

**Bid Form I**  
**Needham Public Schools**  
**CHECKLIST**

Company Name: \_\_\_\_\_

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



**BID FORM II  
NON-PRICE PROPOSAL FORM  
Needham Public Schools**

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

**BIDDER IDENTIFYING INFORMATION:**

Company Name: \_\_\_\_\_  
Main Office Address: \_\_\_\_\_  
Official Mailing Address: \_\_\_\_\_

**Individual to be Contacted About the Bid:**

Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Individual Authorized to Contractually Bind the Company** (This will be the individual, whose name and title will appear in the contract and will execute the contract on behalf of the company):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

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

Proprietorship  Partnership  Corporation  LLC

Retail Facility Location & Contact Information:

Address of Retail Facility : \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Maintenance/Repair Facility Location & Contact Information:

Address of Repair/Maint. Facility : \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**MINIMUM BID REQUIREMENTS:**

1. Has the Proposer been in business for at least three (3) years providing musical equipment leasing and maintenance services?  Yes  No

**BID FORM II**  
**NON-PRICE PROPOSAL FORM**  
**Needham Public Schools**

2. Bidder agrees to must meet all product, quantity and service requirements specified in Section III Scope of Services?     Yes         No If yes, provide details on an attached sheet.
3. The Bidder agrees to submit a complete list of owned instruments, age of instrument, make and model and condition of instrument must be included, that will be available to the Needham Public Schools, as part of the Non-Price Proposal.         Yes         No If yes, provide details on an attached sheet.
4. The Bidder agrees to submit CORI forms and identification documentation to the Needham Public Schools Director of Personnel Resources no later than 30 days prior to the start of the school year. Additionally, the Bidder acknowledges that the Needham Public Schools may reject any of the Proposer's employees who fails pass the CORI check in a manner satisfactory to the School Department, or who behaves in a manner which the School Department considers to be inappropriate or unlawful. The Bidder agrees to replace any of its employees so rejected, with alternate personnel sufficient to meet the needs of Needham Public Schools.                                 Yes         No
5. The Bidder agrees to provide evidence of adequate ability, experience and/or capital to execute the bid specifications, in the format requested by Needham Public Schools. Such documentation can include, but is not limited to: prior year balance sheet, prior year income statement, prior year statement of cash flows, complete financial statements, accountant certification, bank letter of credit, and professional references.                                 Yes         No

**PROPOSED PLAN OF SERVICES:**

Attach a description of how the Proposer intends to meet the scope of services outlined in Section III. Additional information may be attached, as needed or pertinent, excluding price information. List any additional retail, trade-in, or other services you offer to parents, outside of the terms of these specifications. (These services are described for information purposes only, and will not be factor in the bid award.)

**INSTRUMENT LIST:**

Attach an itemized list of musical equipment to be made available to Needham Public Schools under this contract, including Type, Brand, Age and Condition. In furnishing this list, the Proposer understands that Needham Public Schools reserves the right to examine sample instruments, and/or view the entire inventory, to verify the Proposer's ability to meet the bid specifications.

**STAFF:**

Attach information about staff members who will provide on-site services under this bid, including names, resumes and credentials.

**COMPANY PROFILE:**

Attach a company profile. The profile should document the number of years the proposer has been in business providing instrument rental and maintenance services, and the extent to which these services are similar to the scope of services identified in this solicitation.

**BID FORM II**  
**NON-PRICE PROPOSAL FORM**  
**Needham Public Schools**

**REFERENCES:**

Attach three professional references, including the contact name, address, telephone number, fax, contact person, a description of the actual worked performed, and fee charged. The reference should attest to the quality of the product delivered and to the timeliness and reliability of delivery services.

**LIST OF CONTRACTS:**

**1. List contracts performed within the last five (5) years of similar size or scope to that proposed in this RFP. Description of services provided shall include rates, and any other material or information to adequately describe the program offered. Such information must be submitted with the Bid Documents:**

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

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

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

**BID FORM II**  
**NON-PRICE PROPOSAL FORM**  
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D. Contract Entity: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Value \$: \_\_\_\_\_ Contract Years: \_\_\_\_\_ Service Quantity: \_\_\_\_\_  
Description and Date(s) of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Contract Entity: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Value \$: \_\_\_\_\_ Contract Years: \_\_\_\_\_ Service Quantity: \_\_\_\_\_  
Description and Date(s) of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Contract Entity: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Value \$: \_\_\_\_\_ Contract Years: \_\_\_\_\_ Service Quantity: \_\_\_\_\_  
Description and Date(s) of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER INFORMATION:**

1. Has the Bidder placed any special conditions or restrictions in its Request for Proposals?  Yes  No  
If yes, provide details on an attached sheet.
2. Has the Bidder identified any and all exceptions to the School Department's specifications and are they included in the submission?  Yes  No If yes, provide details on an attached sheet.
3. Is the Bidder prepared to provide the insurances as required?  Yes  No
4. Is the Bidder prepared to execute the Town's contract if awarded to the Bidder?  Yes  No
5. Has the Bidder (Company) ever been debarred from doing business with any federal, state or local agency?  Yes  No If yes please provide the details (on a separate paper attached to this form) including agency name, date and reason for debarment.

**BID FORM II**  
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6. Have any of the principals/officers of the Bidder (Company) ever been debarred from doing business with any federal, state or local agency?  Yes  No      If yes please provide the details (on a separate paper attached to this form) including agency name, date and reason for debarment.
7. Has the Bidder (Company) ever defaulted on a contract or has been rejected as non-responsive within the past five years?  Yes  No      If yes please provide details.
8. Has the Bidder (Company) or anyone a party to the proposed contract ever failed to complete a contract awarded?  Yes  No      If yes, provide details.
9. Have you ever defaulted on a contract?  Yes  No      If yes, provide details
10. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check)?   
Yes  No

**SIGNATURE/ ACKNOWLEDGEMENT:**

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

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

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

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

Signature of Bidder \*: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Title of Bidder: \_\_\_\_\_

**BID FORM II**  
**NON-PRICE PROPOSAL FORM**  
**Needham Public Schools**

\* If a partnership, additional partners should sign below:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

*If a corporation, please attach: a completed Certificate of Corporate Vote, with Corporate Seal affixed*

**BID FORM III  
PRICE PROPOSAL FORM  
NEEDHAM PUBLIC SCHOOLS**

The undersigned proposes to offer **Instrumental Musical Equipment (Strings) Rental Services** in accordance with the Scope of Services. This Price Proposal Form is to be signed by the individual authorized to negotiate for and commit the Proposer to a binding agreement. The bid price indicated on this form shall be construed to cover all costs incurred by the Contractor in the performance of this contract, excluding transportation to and from the camp. All bid prices are to be indicated in ink (or typewritten), and written in both longhand and numerals. If there appears to be discrepancy between these figures, the price indicated in longhand shall prevail.

**Company Name:** \_\_\_\_\_

**PRICE PROPOSAL REQUIREMENTS:**

The total contract price will be calculated on a per instrument basis, based on the quantities estimated below. In any given year during the contract term, the number of instruments may be more or less than the estimated quantities. Additionally, the number of rental months may be less than 12. Any increase or decrease will be at the unit prices specified on this form.

**I. INSTRUMENT RENTAL BID PRICES:**

**A. Year One:**

<b>Instrument</b>	<b>Brand Name(s) + Model #</b>	<b>Est* Qty</b>	<b>Rental Rate Per Month</b>	<b>Total Annual Price (12 Mo) *</b>	
<b>Violin – Half Size</b>		<b>30</b>			<b>A</b>
<b>Violin – Three Quarter Size</b>		<b>30</b>			<b>B</b>
<b>Violin – Full Size</b>		<b>20</b>			<b>C</b>
<b>Viola – Half Size</b>		<b>5</b>			<b>D</b>
<b>Viola – Three Quarter Size</b>		<b>5</b>			<b>E</b>

**BID FORM III  
PRICE PROPOSAL FORM  
NEEDHAM PUBLIC SCHOOLS**

<b>Viola – Full Size</b>		<b>5</b>			<b>F</b>
<b>Cello – Half Size</b>		<b>10</b>			<b>G</b>
<b>Cello – Three Quarter Size</b>		<b>10</b>			<b>H</b>
<b>Cello – Full Size</b>		<b>5</b>			<b>I</b>
<b>Bass- Non-Electric – One Half Size</b>		<b>5</b>			<b>J</b>
<b>Bass- Non-Electric – Three Quarter Size</b>		<b>5</b>			<b>K</b>
<b>Bass- Non-Electric – One Quarter Size</b>		<b>5</b>			<b>L</b>

	<b>Total Annual Price (12 Mo) *</b>	
<b>SUBTOTAL INSTRUMENT RENTAL BID (A+B+C+D+E+F+G+H+I+J+K+L)=</b>	<b>\$</b>	<b>IA</b>



**BID FORM III  
PRICE PROPOSAL FORM  
NEEDHAM PUBLIC SCHOOLS**

**B. Year Two and Three:**

Year 1 Annual Price \$ \_\_\_\_\_ (IA) x \_\_\_\_\_ % Increase/(Decrease)

=Year 2 Annual Price \$ \_\_\_\_\_ . (IB1)

Year 2 Annual Price \$ \_\_\_\_\_ (IB1)x \_\_\_\_\_ % Increase/(Decrease)

=Year 3 Annual Price \$ \_\_\_\_\_ . (IB2)

**C. Total 3 Years:**

Year 1 Annual Price \$ \_\_\_\_\_ (IA)

+ Year 2 Annual Price \$ \_\_\_\_\_ (IB1)

+ Year 3 Annual Price \$ \_\_\_\_\_ (IB2)

= 3 Year Total \$ \_\_\_\_\_ (IB3)

Three Year Total Price in Longhand:

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**II. OPTIONAL MAINTENANCE (REPAIR AND REPLACEMENT) & INSURANCE BID PRICES:**

**A. Year One:**

Instrument	Est* Qty	Maintenance/ Ins. Rate Per Month	Total Annual Price (12 Mo)*	
Violin	80			A
Viola	15			B
Bass (non-Electric)	15			C
Cello	25			D
SUBTOTAL INSTRUMENT RENTAL BID (A+B+C+D)=			\$	IIA

**B. Year Two and Three:**

Year 1 Annual Price \$ \_\_\_\_\_ (IIA) x \_\_\_\_\_ % Increase/(Decrease)

=Year 2 Annual Price \$ \_\_\_\_\_ . (IIB1)

Year 2 Annual Price \$ \_\_\_\_\_ (IIB1)x \_\_\_\_\_ % Increase/(Decrease)

=Year 3 Annual Price \$ \_\_\_\_\_ . (IIB2)

**C. Total 3 Years:**

Year 1 Annual Price \$ \_\_\_\_\_ (IIA)

+ Year 2 Annual Price \$ \_\_\_\_\_ (IIB1)

+ Year 3 Annual Price \$ \_\_\_\_\_ (IIB2)

= 3 Year Total \$ \_\_\_\_\_ .(IIB3)

Three Year Total Price in Longhand:

\_\_\_\_\_  
\_\_\_\_\_

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**III. SUMMARY TOTAL**

3 YEAR TOTAL INSTRUMENT RENTAL BID \_\_\_\_\_ (IB3)

+

3 YEAR TOTAL REPAIR & MAINTENANCE BID \_\_\_\_\_ (IIB3)

=

3 YEAR GRAND TOTAL BID PRICE \_\_\_\_\_

GRAND TOTAL BID PRICE (IN LONG HAND) \_\_\_\_\_

\_\_\_\_\_

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

Signature of Bidder \*: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Title of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

- If a partnership, additional partners should sign below:

**BID FORM III  
PRICE PROPOSAL FORM  
NEEDHAM PUBLIC SCHOOLS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid Form IV**  
**Needham Public Schools**  
**CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION**

**I. Certificate of Compliance with Massachusetts Tax Laws:**

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual  
or Corporate Name

BY: \_\_\_\_\_  
Corporate Officer (if applicable)

**II. Certificate of Non-Collusion:**

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

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

\_\_\_\_\_  
Signature of Individual Submitting Bid

\_\_\_\_\_  
Print name of Person Signing Bid

\_\_\_\_\_  
Name of Business or Entity

\_\_\_\_\_  
Date Signed

**Bid Form V**  
**Needham Public Schools**  
**CERTIFICATE OF CORPORATE VOTE**

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

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

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

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

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

ATTEST: \_\_\_\_\_  
(Clerk or Secretary)

Place of Business:

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

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

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

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

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_ (2)  
(Clerk or Secretary Date)

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

Affix Corporate  
Seal Here

**APPENDIX A  
SHORT FORM AGREEMENT  
BETWEEN TOWN AND CONTRACTOR**

**THIS AGREEMENT** for enter description (hereinafter the "Project") is made the \_\_\_\_ day of \_\_\_\_ enter month, 201\_\_\_\_, by and between enter name of company a corporation (*or partnership, etc.*) organized under the laws of the Commonwealth of Massachusetts (*or the State of \_\_\_\_\_*), with a usual place of business at enter legal address, hereinafter called the **Contractor**, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the **Town**.

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

**ARTICLE 1. AGREEMENT DOCUMENTS**

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

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

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

**ARTICLE 2. SCOPE OF THE WORK**

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

**ARTICLE 3. TERM OF AGREEMENT**

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

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an

authorized signatory of the **Contractor and the Town**, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

#### **ARTICLE 4. THE AGREEMENT SUM**

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$ **enter dollar amount figure (enter amount in words dollars)**, including all reimbursable expenses. Sums invoiced to the Town shall be based on the unit rates and discount factors specified in this RFP, applied to the actual purchase quantities.

#### **ARTICLE 5. PAYMENT**

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

- 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 and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- 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.
- d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article. **Furthermore the Town is not responsible for any Invoice that does not reference the Town's Purchase Order number that encumbered the funds to pay for services provided under this Agreement.**
- e. Invoices for services procured under this Agreement are to be sent to: **Attn: manager, title address**

#### **ARTICLE 6. PROMPT PAYMENT DISCOUNTS**

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

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

#### **ARTICLE 7. TAX EXEMPT STATUS**

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

## ARTICLE 8. NONPERFORMANCE

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

## ARTICLE 9. TERMINATION

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

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

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

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

## ARTICLE 10. EMPLOY COMPETENT PEOPLE

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



## ARTICLE 11. CHANGE IN SCOPE OF SERVICES

If this Agreement is pursuant to M.G.L. Ch. 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 Agreement price does not exceed 25 percent but a Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
- e. the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

## ARTICLE 12. NOTICE

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

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

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

## ARTICLE 13. INSURANCE

- a. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- b. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ **25,000**.

- c. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
- d. 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 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.
- e. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

**ARTICLE 14. INDEMNIFICATION**

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

**ARTICLE 15. CORI CERTIFICATION & BACKGROUND CHECK**

- Services Do Require a CORI check                       Services Do Not Require a CORI check

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

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 and must submit to a fingerprint-based federal background check at the employee's expense before beginning work. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17, in accordance with G.L. c. 6, §§ 167-178B. The fingerprint-based federal background check is done in accordance with Chapter 459 of the Acts of 2012, as amended by Chapter 77 of the Acts of 2013, and applies to all school employees and designated school contractor employees who may have direct and unmonitored contact with children.

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

## **ARTICLE 16. MATERIALS AND WORKMANSHIP**

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

## **ARTICLE 17. GUARANTEE OF WORK**

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

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

- a. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **Contractor** or **Contractor's** Consultants shall become the property of the **Town** upon payment of sums due under the contract. The **Town** acknowledges the copyright of the **Contractor** and the **Contractor's** Consultants.
- b. The **Town** may use the Drawings, Specifications and such other documents prepared by the **Contractor** or the **Contractor's** Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.
- c. The **Town** shall hold the **Contractor** and the **Contractor's** Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **Town** or his representatives during any other construction not a part of this contract.
- d. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph (j), **Contractor** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Contractor** in the preparation of the bid documents, as reasonable determined by **Town**.

## ARTICLE 19. GOVERNING LAW

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

## ARTICLE 20. CONSENT TO VENUE

- a. The **Contractor** agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
- b. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- c. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.
- d. The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.
- e. The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

## ARTICLE 21. WORK PRODUCT

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

## ARTICLE 22. SUBCONTRACTING

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

## **ARTICLE 23. INDEPENDENT CONTRACTOR**

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

## **ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

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

## **ARTICLE 25. PREVAILING WAGE RATES**

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

## **ARTICLE 26. CONFLICT OF INTEREST**

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

## **ARTICLE 27. CONFIDENTIALITY**

The **Contractor** shall comply with Massachusetts General Law Chapter 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 Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment or systems.

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

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

## ARTICLE 29. SEVERABILITY

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

## ARTICLE 30. CERTIFICATIONS

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

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

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

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

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

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

If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

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.

Other Federal And State Laws And Regulations including but not limited to the Americans with Disabilities Act.; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); 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. 7401 et seq., as amended (Clean Air Act); 1633 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); 47 U.S.C. 5 (Telecommunications Act); 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); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

**ARTICLE 31. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS**

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual  
or Corporate Name

BY: \_\_\_\_\_  
Corporate Officer (if applicable)

**IN WITNESS WHEREOF** the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

**CONTRACTOR:** \_\_\_\_\_

By\*: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TOWN OF NEEDHAM, by its** Superintendent:

\_\_\_\_\_  
Daniel E. Gutekanst

This is to certify that I/we conducted the procurement in accordance with the Town's policies and procedures.

\_\_\_\_\_  
Town Employee(s) Conducting the Procurement

Date:

Title(s):

This is to certify that the Department followed the procurement policies and procedures and that any goods and/or services procured under this contract are for the need of Town.

\_\_\_\_\_  
Department Manager

Title:

Date:

Approved As To Form:

\_\_\_\_\_  
Town Counsel

Date:



# APPENDIX B

## W-9 FORM REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

**Form W-9**  
 (Massachusetts Substitute W-9 Form)  
 Rev. April 2009

### Request for Taxpayer Identification Number and Certification

Completed form should be sent to Town of Needham, Finance Department, 500 Dedham Avenue, Needham MA, 02492

**Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

**Business name**, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other

**Legal Address:** number, street, and apt. or suite no.

**Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

**City, state and ZIP code**

Phone # ( )

Fax # ( )

Email address:

Please print or type

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Social security number**

□ □ □ - □ □ - □ □ □ □

OR

**Employer identification number**

□ □ - □ □ □ □ □ □

**DUNS**

□ □ □ □ □ □ □ □

**Vendors:**  
 Dunn and Bradstreet Universal Numbering System (DUNS)

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state, county or municipal employee: (check one): No \_\_\_ Yes \_\_\_ If yes, **in compliance with the State Ethics Commission requirements.**

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

**Sign Here**

**Authorized Signature** ▶

**Date** ▶

#### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

**If you are a foreign person, use the appropriate Form W-8.** See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only, or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

#### Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3678) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

#### Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). Any entity that does not have a DUNS number can apply for one on-line at [www.DNB.com](http://www.DNB.com) under the DNB D-U-N Number Tab.

#### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> The minor <sup>2</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee <sup>1</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

**Upon completion of this form, the form should be sent to Town of Needham, Finance Department, 500 Dedham Avenue, Needham MA. 02492**

**APPENDIX C  
ACKNOWLEDGEMENT OF RECEIPT**

<b>Release Date</b>	<b>December 18, 2020 at 9:00 AM</b>
<b>Bid Title</b>	<b>Instrumental Musical Equipment (Strings) Rental Services</b>
<b>Bid Number</b>	<b>21SCH099G</b>
<b>Pre-Bid Conference</b>	<b>No Pre-Bid is Scheduled</b>
<b>Questions Due</b>	<b>January 4, 2021 at 12:00 PM</b>
<b>Bids Due</b>	<b>January 15, 2021 at 10:30 AM</b>

Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Needham Public School at **781-455-0434** or by mail. Only by doing this, will the Town be able to provide notification of addenda\* or answered questions relating to this Bid. **Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register.** Proposals from companies or individuals **not** acknowledging the addenda may be rejected as **not responsive**.

<b>Name of Company or Individual (Print)</b>	
<b>Name/ Title of Contact (Print)</b>	
<b>Address (Line 1)</b>	
<b>Address (Line 2)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address (Print)</b>	
<b>Signature</b>	
<b>Date</b>	

\* Addenda will be posted to the website. Please check the website before submitting your bid to the Needham Public Schools. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Needham Public Schools

