

Town of Needham
Needham Public Schools
1330 Highland Avenue – 1st Floor
Needham, Massachusetts 02492
Telephone 781-455-0400 X207 Fax 781-455-0417

Acknowledgement of Receipt

Release Date	Monday, August 8, 2011
Bid Title	WEB-BASED IEP DOCUMENTATION, REPORTING
Bid Number	RFP 12SCH-040G
Pre-bid Conference	Thursday, August 11, 2011 at 10 am
Proposals are Due	9:00 am, August 19, 2011, at Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492,
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is <u>recommended</u> that interested bidders complete this acknowledgment and return via Fax to the Needham Public Schools, Director of Financial Operations at (781) 455-0417 or by mail. Only by doing this, will the School Department be able to provide notification of any addenda or answered questions relating to this bid. Only those companies or individuals shown on the Distribution Register will receive addenda to this bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Bids from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive.	
Name of Company or Individual	
Name / Title of Contact	
Address (line 1)	
Address (line 2)	
Telephone Number	
Fax Number	
E-mail Address	
Signature	
Date	
Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions.	

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

AUGUST, 2011

REQUEST FOR PROPOSALS (RFP)

TOWN OF NEEDHAM

**WEB-BASED IEP DOCUMENTATION, REPORTING,
DATA MANAGEMENT AND COMPLIANCE MONITORING SERVICE
BID # 12SCH-040G**

The Needham School Committee invites bidders to submit written sealed proposals for Web-Based Individualized Education Plan (IEP) Documentation, Reporting, Data Management and Compliance Monitoring Services for the period between October 1, 2011 and September 30, 2014. Request for proposal packages will be available beginning **Monday August 8, 2011 at 8:00 a.m.**, at the Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492, or by calling 781-455-0400 x206, or on-line at the Town's website www.needhamma.gov/bids.aspx.

Written proposals will be received at the Office of Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492 until **9:00 am, Friday August 19, 2011**, at which time and place they will be opened in the presence of one or more witnesses. LATE PROPOSALS will not be accepted. The bid is subject to the provisions of M.G.L. Chapter 30B, as amended to date. The Town, acting through its Superintendent, reserves the right to reject any or all proposals, if it is in the public interest to do so, and to waive minor informalities.

The contract will be awarded by the Needham School Committee, acting through its Superintendent.

Dan Gutekanst
Superintendent of Schools
Town of Needham
Needham, Massachusetts

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NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492

August 2011

**WEB-BASED IEP DOCUMENTATION, REPORTING,
DATA MANAGEMENT AND COMPLIANCE MONITORING SERVICES
REQUEST FOR PROPOSALS (RFP)
#12SCH-040G**

I. GENERAL INFORMATION & INSTRUCTIONS TO BIDDERS

1. Questions:

Bidders must read these specifications carefully. Questions about the specifications shall be submitted in writing by e-mail, fax or U.S. postal service to:

Anne Gulati
Director of Financial Operations
Needham Public Schools
1330 Highland Avenue
Needham, MA 02492
Telephone (781) 455-0400 Ext. 206
Fax (781) 455-0417

Questions or inquiries should reference the bid number, #12SCH-040G, in the header of the e-mail, on the fax cover sheet, or on the face of an envelope sent by U.S. mail.

Bidders should note that ORAL COMMUNICATIONS ARE NOT BINDING ON THE SCHOOL DEPARTMENT.

The School Department will respond to all questions so submitted in writing, and will forward responses to all persons on record as having received the RFP.

2. Bid Addenda

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having received the RFP.

3. Pre-Bid Conference

A pre-bid conference will be held on **Thursday, August 11, 2011 at 10:00 a.m.** at 1330 Highland Avenue, Needham, MA 02492. All potential bidders are invited to attend. Attendance is not mandatory.

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

The School Procurement Officer has determined that selecting the most advantageous web-based IEP documentation, reporting, data management and compliance monitoring service will require comparative judgments of factors in addition to price, including: overall quality of the proposed services; the ability to meet Needham's additional in the areas of Medicaid, Response to Intervention (RtI), Section 504 and bullying data collection and reporting; and the quality of technical assistance and availability of user support groups.

III. INTRODUCTION AND BACKGROUND

Needham Schools have a total enrollment of 5,432 students attending five elementary, two middle schools and one high school. The Needham School District currently provides special education services to 820 students, preschool through age 22. While most students with IEP's receive services in the District, 70 students attend out-of-District schools. The District relies on data-driven decision-making and administrators need data regarding early intervening services (not special education), referral and eligibility outcomes and special education exit data, among other data points, to make budgetary, programmatic and staffing decisions. The District's student information systems are important sources of data and must be reliable in their reporting capacity. The District currently uses EASY IEP to manage IEP documentation, reporting, data management and compliance requirements.

IV. SCOPE OF SERVICES

The School Department, acting through its Superintendent, is seeking written sealed proposals from vendors of web-based applications that provide Individualized Education Plan (IEP) documentation, reporting data management and compliance monitoring services, for the period October 1, 2011 to September 30, 2014.

The web-based service application must meet the following minimum requirements:

- Meet both federal and Massachusetts special education process and documentation requirements.
- Comply with state and federal information security requirements.
- Permit user-defined security by role.
- Support Apple Macintosh compatible web browsers, specifically Apple Safari 3.0 and FireFox 3.6.
- Include daily backup services of District data, where hosted by the vendor.
- Offer automatic monitoring and e-mail notification system for timeline compliance with regard to the evaluation process and issuing IEP's according to state timelines.
- Allow administrators to generate reports on demand.
- Interface with the District's PowerSchool Student Information System.
- Allow Massachusetts Department of Elementary and Secondary Education (DESE)-required data fields to be completed in the IEP application.
- Allow documents to be archived within the web-based system, or downloaded to local devices.
- Offer timely "human" language translation capability (within 3 days) of IEP's and other special education documents
- Include data fields to document both "enrolled" and "home school" schools on the IEP Administrative Data Sheet (IEP 1)

- Vendor must have a minimum of five school system clients within Massachusetts.
- Vendor must have history of providing web based special education software applications for a minimum of 3 years.
- Vendor must agree to update forms and notices, as required to comply with changes in state and federal laws and regulations.
- Vendor must provide technical assistance to all users of the web-based system, during business hours.
- Vendor must provide on-site training and data conversion services.

Additional Comparative Criteria (Preferred but Not Required):

- Offer Medicaid data collection capability for third party provider for billing.
- Offer capacity to document and track RtI, Section 504 and bullying incident reports, investigation results and student data regarding involvement as an aggressor or as a target.
- Offer secure emailing of special education documents to parents/guardians.
- Offer rich text file capacity in IEP and support documents.
- Offer a data bank of customizable goals and objectives, which are aligned to Massachusetts state curriculum standards.
- Allow administrators to create custom reports, within the application.
- Existence of product-related user group(s), comprised of local area individuals.
- Provide high quality technical assistance to users on weekends and after hours.

Vendors may be asked to preview the product, as part of the bid evaluation process. However, vendors will not be allowed to submit additional documentation at the preview. All documentation about the web-based service application must be submitted as part of the bid materials.

V. SELECTION PROCESS

- A Technical Review Committee, comprised of the Director of Student Development and Program Evaluation, the Elementary Special Education Director, a special education team chairperson, an Administrative IT Specialist and/or other members, will review the technical (non-price) proposals. A summary of the evaluation will be submitted to the School Procurement Officer. The Committee reserves the right to **preview the product** before completing the proposed evaluation.
- Price proposals then will be opened by the School Procurement Officer.
- The School Procurement Officer will determine the most advantageous proposal, taking into consideration both the evaluation of technical proposals by the Technical Review Committee and the price proposals. The School Procurement Officer will make an award recommendation to the School Committee.
- Proposers must meet the minimum requirements described in the Scope of Services (Section IV) and the submission requirements described in Section VIII (Submission Requirements.) Proposals which meet both the minimum scope requirements and the submission requirements will be evaluated based on the Comparative Evaluation Criteria in Section VI.

VI. COMPARATIVE EVALUATION CRITERIA

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

Overall Proposal:	
Highly Advantageous	The proposal (including vendor product preview) is complete, demonstrates a clear understanding of the scope of services to be performed and how the services would be provided in accordance with the School Department's needs
Advantageous	The proposal (including vendor product preview) is complete.
Not Advantageous	The proposal (including vendor product preview) is incomplete and/or lacks clear understanding of the scope of services to be performed or how the services would be provided in accordance with the School Department's needs.

Overall Quality	
Highly Advantageous	The web-based system meets the needs of the School Department perfectly, is easy to use and can be customized to meet evolving requirements and service needs.
Advantageous	The web-based system is adequate to meet the needs of the School Department perfectly and is relatively easy to use.
Not Advantageous	The web-based system does not meet the needs of the School Department, and/or is not easy to use.

Medicaid Data Collection & Reporting	
Highly Advantageous	The web-based system differentiates which children are Medicaid eligible, includes a recording system for providers to document service delivery and converts these service notes to an electronic file for submission to a 3 rd party provider for Medicaid claims processing.
Advantageous	The web-based system includes a recording system for providers to document service delivery and converts these service notes to an electronic file for submission to a 3 rd party provider for Medicaid claims processing.
Not Advantageous	The web-based system does not have the capability to track and report on Medicaid-eligible services.

Response to Intervention (RtI) Data Collection & Reporting	
Highly Advantageous	The web-based system allows teachers to enter intervention practices and data to document a student's progress and to

	generate RtI-related reports and graphs to describe results.
Advantageous	The web-based application provides a database that allows teachers to enter intervention practices and data to document a student's progress.
Not Advantageous	The web-based application does not provide an application for RtI data tracking.

Bullying Data Collection & Reporting	
Highly Advantageous	The web-based system provides forms that are consistent with the state-mandated forms for reporting and investigating incidents. The application allows tracking of both the students who have been targets of bullying and their aggressors. The application also provides a portal for anonymous reporting.
Advantageous	The web-based system provides forms that are consistent with state-mandated forms for reporting and investigating incidents. The application does not have tracking or reporting capabilities.
Not Advantageous	The web-based application does not provide an application for bullying data collection and reporting.

Section 504 Data Collection & Reporting	
Highly Advantageous	The web-based application provides documents for the 504 process, allowing users to monitor/access the evaluation eligibility determination and 504 Accommodation Plan for any student who has been considered for 504 eligibility. The application provides a seamless flow of information to and from PowerSchool to the 504 database.
Advantageous	The web-based application provides documents for the 504 process, but may not interface with PowerSchool, or may not provide ease of use for staff.
Not Advantageous	The web-based application does not provide an application for Section 504 data collection and reporting.

Goals and Objectives	
Highly Advantageous	The web-based system provides customizable goals and objectives that are aligned with the MA state curriculum standards, and are well written and easy to understand. The application gives the District the capacity to generate it's own bank of goals and objectives.
Advantageous	The web-based system includes goals and objectives, which are aligned with MA state standards, but which are not customizable and/or are not written in an easy to understand format.
Not Advantageous	The web-based system does not provide goals and objectives

	to the user.
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Report Capability	
Highly Advantageous	The web-based system provides easy-to-use, comprehensive administrative reports. The user has the ability to customize reports based on both the general education and special education databases. Reports are easy to create, customize and archive. Data can be exported to Microsoft Excel.
Advantageous	The web-based system provides administrative reporting capability. Reports may not be immediately available upon request and/or customization of the reports is complex and may cause the user to slow down the reporting process.
Not Advantageous	The web-based system provides reporting capability, but it is not able to provide custom reports and/or provides reports that do not utilize all of the DESE data elements.

Technical Assistance & User Groups	
Highly Advantageous	Vendor offers high quality live technical assistance 24 hours per day, which is accessible by all users. Web-based or automated telephone support also is available. Local area user groups exist to provide support to Needham users.
Advantageous	Vendor provides live technical assistance to users during the regular work-day and on a limited basis after hours and on weekends. Web-based or automated telephone support also is available. User groups exist to provide support, but not in the local area.
Not Advantageous	Vendor offers live technical assistance to users during the regular work day only, and/or only offers Web-based or automated telephone support to users, and/or is not supported by user groups.

Other Elements	
Highly Advantageous	The web-based system offers secure emailing of special education documents to parents/guardians, as well as rich text file capacity in IEP and support documents.
Advantageous	The vendor includes one, but not both of the following: secure emailing of special education documents to parents/guardians, as well as rich text file capacity in IEP and support documents.
Not Advantageous	The web-based system provides neither secure emailing of special education documents to parents/guardians, nor rich text file capacity in IEP and support documents.

VII. RULE FOR AWARD/ CONTRACT ISSUANCE

- A. One contract for Web-Based Individualized Education Plan (IEP) Documentation, Reporting, Data Management and Compliance Monitoring Services will be awarded to the responsive and responsible bidder providing the most advantageous proposal based on the evaluation criteria and price. The period covered by the contract will be October 1, 2011 to September 30, 2014. The award will be subject to satisfactory reference checks, conducted by the School Department.
- B. The Needham School Committee will award a contract under this bid within sixty (60) business days after the opening of the bids, conditioned on submission by the successful bidder of evidence that it has sufficient ability, experience and capital to execute and complete the Contract in accordance with the contract. If requested, the Proposer may be requested to demonstrate financial stability satisfactory to the Town.
- C. The successful bidder must enter into the Short Form Agreement prepared by Town Counsel of the Town of Needham (Appendix B), or a contract in substantially similar format.
- D. The successful bidder 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 \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- E. Should there be a reason why a contract cannot be awarded within the time referenced herein, the time for award may be extended by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
- F. This Contract is subject to cancellation if funding is not appropriated or otherwise not made available.
- G. The School Department reserves the right to reject any and all proposals as determined to be in the best interest of the School Department, and to waive minor informalities.

VIII. SUBMISSION REQUIREMENTS

- A. Proposals will be received by the Director of Financial Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **Friday, August 19, 2011 at 9:00 a.m.**, at which time and place they will be opened in the presence of one more witnesses. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- B. Proposals shall be prepared, considered, and the Contract awarded in accordance with Massachusetts General Law (M.G.L.) Chapter 30B, as amended.

- C. Bidders may correct, modify or withdraw a bid by written notice to the Director of Financial Operations, received prior to the time and date set for the bid opening. All modifications must be submitted in a sealed envelope clearly labeled "Proposal Modification No. ____." Each modification must be numbered in sequence, and must reference the original RFP.

After the bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interests of the governmental body or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident to Needham Public Schools on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may withdraw the bid. 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.

- D. Proposals received after the date and time specified shall not be considered.
- E. A proposal must be signed as follows: 1) if a bidder is an individual, by him/her personally; 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.
- F. Technical proposals are to be enclosed in a sealed envelope, plainly marked as follows: "Technical Proposal for Web Based Special Education Services." Price Proposals are to be enclosed in a SEPARATE sealed envelope, plainly marked as follows: "Price Proposal for Web Based Special Education Services." If forwarded by mail, both proposals must be enclosed in another envelope addressed as specified in the bid specifications. ***NOTE: INCLUSION OF ANY PRICE INFORMATION IN THE NON-PRICE PROPOSAL, OR ANY COPY THEREOF, SHALL BE THE CAUSE FOR REJECTION OF THE ENTIRE PROPOSAL.*** The School Department will not be responsible for the premature opening of any proposal that is not properly marked. The School Department may reject any proposal that is incomplete, not properly endorsed or signed, or which otherwise are contrary to these instructions.
- G. Submission Requirements: A complete proposal will include the following items, in the designated quantity, completed in full and appropriately signed:

Non-Price Proposals:

Document	Quantity
1. Non-Price Proposal Form (Bid Form I) signed by the individual authorized to negotiate for and contractually bind the Proposer.	One Original + 5 Copies
2. A signed Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion (Bid Form III)	One Original + 5 Copies
3. A completed Certificate of Corporate Vote (Bid Form IV)	

NOTE: INCLUSION OF ANY PRICE INFORMATION IN THE NON-PRICE PROPOSAL, OR ANY COPY THEREOF, SHALL BE THE CAUSE FOR REJECTION OF THE ENTIRE PROPOSAL.

Price Proposals:

- | Document | Quantity |
|---|-----------------------|
| 1. Price Proposal Form (Bid Form II), 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." (Appendix A) | One Original + 1 Copy |
- H. The Superintendent, acting on behalf of the Needham School Committee 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.
- I. All non-price and price proposals submitted in response to the RFP are to remain in effect and firm for a) at least sixty (60) days following the bid opening, b) a contract is executed, or c) this RFP is cancelled, whichever occurs first.
- J. Without invalidating the Contract, the Needham School Committee may, at any time, and from time to time, by written order, change, increase or omit any part of the work, or change the Contract, or specifications, or require the company who is awarded the contract (Contractor) to furnish extra equipment or extra labor relating to the work, and the Contractor shall conform to such orders. No change in the work shall be allowed, unless the order is signed by a Needham School Committee representative.

BID FORM I
WEB-BASED IEP DOCUMENTATION, REPORTING,
DATA MANAGEMENT AND COMPLIANCE MONITORING SERVICE
NON-PRICE PROPOSAL FORM
RFP # 12SCH-040G

This form should be completed and signed by the individual who is authorized to negotiate for and contractually bind the Proposer.

BIDDER IDENTIFYING INFORMATION:

Company Name: _____
Main Office Address: _____
Official Mailing Address: _____
Contact Person: _____
Telephone Number: _____ Fax Number: _____
E-Mail Address: _____

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

Proprietorship ☐

Partnership ☐

Corporation ☐

PROPOSED PLAN OF SERVICES:

Please provide a detailed description of how the Plan of Services will be met. Attach additional sheets, or supplementary information, as necessary.

COMPANY PROFILE:

Please attach profile of your company, which describes your company and indicates how long it has been in the business of providing web-based special education services.

CONTRACT HISTORY:

Please attach a listing of contracts of similar size, scope and amount.

REFERENCES:

Please attach a listing of professional references who can vouch for the quality of your product/service, and your ability to meet the attached specifications.

MINIMUM REQUIREMENTS FOR WEB-BASED APPLICATION FOR IEP DOCUMENTATION:

Please indicate whether the proposed web-based service application meets the following minimum criteria:

Minimum Criterion	Yes / No
Meets state and federal special education process and documentation requirements.	
Complies with state and federal information security requirements.	
Permits user-defined security by role.	
Supports Apple Macintosh compatible web browsers, specifically Apple Safari 3.0 and FireFox 3.6.	
Includes daily backup services of District data, where hosted by the vendor.	
Offers automatic monitoring and e-mail notification system for timeline compliance.	
Allows administrators to generate reports on demand.	
Interfaces with the District's PowerSchool Student Information System.	
Allow Massachusetts Department of Elementary and Secondary Education (DESE)-required data fields to be completed in the IEP application.	
Allows documents to be archived within the web-based system, or downloaded to local devices.	
Offers timely "human" language translation capability (within 3 days) of IEP's and other special education documents	
Includes data fields to document both "enrolled" and "home school" schools on the IEP Administrative Data Sheet (IEP 1)	
Vendor has a minimum of five school system clients within Massachusetts.	
Vendor has a history of providing web based special education software applications for a minimum of 3 years.	
Vendor agrees to update forms and notices, as required to comply with changes in state and federal laws and regulations.	
Vendor agrees to provide technical assistance to all users of the web-based system, during business hours.	
Vendor agrees to provide on-site training and data conversion services.	
Vendor agrees to provide a product demonstration, if requested.	

ADDITIONAL COMPARATIVE CRITERIA (PREFERRED BUT NOT REQUIRED):

Criterion	Yes / No
Offers Medicaid data collection capabilities for third party provider for billing.	
Offers capacity to document and track RtI data	
Offers capacity to document and track Section 504 accommodation plans	
Offers capacity to document and track bullying data and processes	
Offers secure emailing of special education documents to parents/guardians	
Offers rich text file capacity in IEP and support documents	
Offers customizable bank of goals and objectives based on MA state curriculum standards	
Offers custom report creation, within the application.	
User group(s) exist, comprised of local area individuals.	

Vendor offers high-quality technical assistance available to all users on weekends and after hours.	
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OTHER INFORMATION:

Please attach any additional information, which the applicant relevant for the purpose of assessing its qualification for the contract. Bidders will not be allowed to submit company or product information except as an attachment to this form.

Will you furnish a detailed Financial Statement or other information requested by the Needham School Committee, including bank references, for the purpose of verifying financial ability of your company to execute the bid specifications? _____(Y/N)

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 Sections I-VIII of 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 Web-Based Individualized Education Plan (IEP) Documentation, Reporting, Data Management and Compliance Monitoring 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 *: _____

Name of Bidder: _____

Title of Bidder: _____

Date: _____

* 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, and
- a completed Certificate of Foreign Corporation (if applicable.)

BID FORM II
WEB-BASED IEP DOCUMENTATION, REPORTING,
DATA MANAGEMENT AND COMPLIANCE MONITORING SERVICE
PRICE PROPOSAL FORM
RFP # 12SCH-040G

The undersigned proposes to furnish Web-Based Individualized Education Plan (IEP) Documentation, Reporting, Data Management and Compliance Monitoring 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 per student indicated on this form shall be construed to cover all applicable costs (including compliance updates, technical assistance, product service and automatic backups, etc.) 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.

In the event that multiple bidders submit the same grand total bid price, the School Procurement Officer will recalculate each year's bid price to determine the net present value of each payment, using a discount factor equal to 3%. The responsive and responsible bidder with the lowest grand total price, in net present value terms, will be named the low bidder.

Proposer Name: _____

PRICE PROPOSAL REQUIREMENTS:

YEAR 1 (October 1, 2011 to September 30, 2012)

1. Special Education IEP Services & Associated Documentation	820 Students x \$ _____/Student = \$ _____
2. RtI Services	820 Students x \$ _____/Student = \$ _____
3. Bullying Process Services	820 Students x \$ _____/Student = \$ _____
4. Section 504 Services	820 Students x \$ _____/Student = \$ _____
5. Installation Cost (One-Time)	\$ _____
6. Data Conversion (One-Time)	\$ _____
7. Training (One-Time)	3 Days x \$ _____/Day= \$ _____
8. Less Trade In (One-Time)	\$ _____
Year 1 Total Price	\$ _____

YEAR 2 (October 1, 2012 to September 30, 2013)

1. Special Education IEP Services & Associated Documentation	820 Students x \$ _____/Student = \$ _____
2. RtI Services	820 Students x \$ _____/Student = \$ _____
3. Bullying Process Services	820 Students x \$ _____/Student = \$ _____
4. Section 504 Services	820 Students x \$ _____/Student = \$ _____
Year 2 Total Price	\$ _____

YEAR 3 (October 1, 2013 to September 30, 2014)

1. Special Education IEP Services & Associated Documentation	820 Students x \$ _____/Student = \$ _____
2. RtI Services	820 Students x \$ _____/Student = \$ _____
3. Bullying Process Services	820 Students x \$ _____/Student = \$ _____
4. Section 504 Services	820 Students x \$ _____/Student = \$ _____
Year 3 Total Price	\$ _____

TOTAL BID PRICE: (October 1, 2011 to September 30, 2014)

TOTAL PRICE (Year 1 + Year 2 + Year 3) = \$ _____

TOTAL PRICE (LONGHAND) _____

RELATED SERVICES

The following prices will not factor into bid award:

TRANSLATION SERVICES:

Price Per Word \$ _____ (All Languages)

Price Per Electronic Signature \$ _____

Price Per Data File Format \$ _____

Please indicate any prompt-pay discounts (and related conditions), and/or other cost-avoidance factors, which the Bidder proposes as a means of reducing this rental price to the Needham Public Schools:

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:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

BID FORM II
WEB-BASED IEP DOCUMENTATION, REPORTING,
DATA MANAGEMENT AND COMPLIANCE MONITORING SERVICE
CERTIFICATES OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION
RFP # 12SCH-040G

I. Certificate of Compliance with Massachusetts Tax Laws:

Pursuant to Mass. Gen. L. Ch. 62C, Sec. 49, I certify under the pains and penalties of perjury that the **CONTRACTOR**, to my best knowledge and belief, 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 has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature of Individual Submitting Bid

Print name of Person Signing Bid

Name of Business or Entity

Date Signed

APPENDIX A

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 02482

Please print or type

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:

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

□□-□□□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

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 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 (1-800-829-3676) or from the IRS's Internet Web Site 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. Any entity that does not have a DUNS number can apply for one on-line at 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 ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
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 ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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).

⁴ 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 B
SAMPLE SHORT FORM AGREEMENT
BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT for Web-Based IEP Documentation, Reporting, Data Management And Compliance Monitoring Services (hereinafter the "Project") is made the _____ day of _____, 201____, by and between _____ 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 _____, 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 **Contractor's** Bid or Proposal;
3. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description, if any;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. 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 (3) year(s), commencing on October 1, 2011 and ending on September 30, 2014, 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.

ARTICLE 4. THE AGREEMENT SUM "COMPENSATION"

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$ _____ (_____ dollars), including all reimbursable expenses.

ARTICLE 5. METHOD OF PAYMENT

- a. The **Town** shall make payment as follows:
- b. The **Town** shall make payment forty-five (45) after receipt of an invoice for work performed or materials supplied the previous month.
- c. 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.
- d. 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.
- e. 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.
- f. Invoices for services procured under this Agreement are to be sent to: **Attn: manager, title address**

Needham Public Schools
Attn: Chris Brumbach, Director of Student Services
1330 Highland Avenue
Needham MA 02492

- g. The **Town** is not responsible for payment of invoices sent to an address other than specified in 5.d of this Agreement.

ARTICLE 6. PROMPT PAYMENT DISCOUNTS

The **Contractor** will allow a _____% prompt payment discount for payment made by the **Town** within _____ days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

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
Director of Financial Operations
1330 Highland Avenue
Needham, MA 02492
Needham, Massachusetts 02492

The Contractor:

Name _____
Title _____
Company _____
Address _____

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 \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$25,000.
- b. 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.

- c. 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.
- d. 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/SORI Clearance REQUIREMENTS

In accordance with G.L. c. 6, §§ 167-178B, the **Town** may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Contractor's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. 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.

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 Contract.

The **Town** shall provide the CORI and SORI Request Forms as needed.

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. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The **Contractor** shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a 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 28. 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 29. 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, and the **Contractor** agrees that all terms governing performance of this Agreement

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; Federal And State Laws And Regulations Prohibiting Discrimination 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); 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 30. 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 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:

Dan Gutekanst, Ed.D.

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

School Procurement Officer

Date:

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

A/C#:

Town Accountant

Date:

Approved As To Form:

David S. Tobin, Town Counsel
Town of Needham

Date: