



**Needham Public Schools**  
1330 Highland Avenue  
Needham, MA 02492

Requisition #:  
\_\_\_\_\_

**Standard Service Agreement**

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

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

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

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

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

**B. Agreement Documents:** This Agreement consists of the following, and in the event of conflicts or discrepancies between them, shall be interpreted in the following order: 1) this Agreement; 2) the Town's Invitation for Bids, Bid Specifications, Request for Proposals or purchase description, if any; 3) the Contractor's Quote, Bid, Proposal and/or Terms; 4) drawings required for the project, if applicable; and 5) copies of all required bonds, certificates of insurance and licenses required under the contract; each of which is attached hereto and incorporated by reference. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the Town and the Contractor.

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

Check if Service Description Attached

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

**E. Amount of Agreement:** Subject to Clause G, the amount to be paid to the Contractor shall not exceed \$ \_\_\_\_\_, including all reimbursable expenses.

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

Unit Price/  
Unit of  
Measure:      Quantity      Item Description:

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

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

Check if Unit Price and Quantity Detail Attached

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

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

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

1. All invoices must be submitted to the "Bill To Address" referenced on the front of the associated requisition or purchase order and must indicate the Town's requisition or purchase order number;
2. In order to effect payment, a W-9 form, executed by the Contractor, which reflects the Contractor's legal name and remittance address(es), must be on file at the Town;
3. Subject to Clause G,
  - a. The Town shall make payment thirty (30) days after receipt of an invoice for work performed or materials supplied during the previous month;
  - b. With any invoice, the Contractor shall submit evidence satisfactory to the Town that the goods or supplies have been delivered, or that the work has been completed;
  - c. If for any reason the Town makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment; and
  - d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article, or for payment of invoices that do not reference a valid Town Purchase Order number.
  - e. All purchases are subject to appropriation or other availability of funds.
  - f. The Town shall not be subject to interest charged on late balances, per M.G.L. Ch. 41 s.51.
4. Invoices under this agreement are to be sent to: Needham Public Schools Business Office, 1330 Highland Avenue, Needham, MA 02492, Attn: Accounts Payable.

**G. Change in Scope of Services:** If this Agreement is pursuant to M.G.L. c. 30B, the Town may increase the quantity of supplies or services or both specified in this Purchase Order/Contract, provided: (a) the unit prices remain the same or less; (b) the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the Town and is more economical and practical than awarding another contract; (c) the Town and Contractor agree to the increase in writing; (d) the increase in the total contract price does not exceed twenty five (25) percent, but a contract for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and (d) the Town, with the agreement of the Contractor, may reduce the unit price for supplies, or services, or both, specified in a contract to be paid by the Town at any time during the term of the contract, or when an option to renew, extend or purchase is exercised.

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

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

*For the Needham Public Schools:*  
 Anne Gulati  
 Asst. Superintendent for

*For the Contractor:* \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Finance & Operations  
Needham Public Schools  
1330 Highland Avenue  
Needham, MA 02492  
(781) 455-0400 x 11206  
anne\_gulati@needham.k12.ma.us

Company:  
Company Address:  
City/State/Zip  
Phone:  
Email:

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- J. Guarantee of Work & Employment of Competent Personnel:** The Contractor shall guarantee all work performed under this Agreement against defects in workmanship or materials. If repairs or changes are required, the Contractor shall make goods and services conform to this Agreement at the Contractor's sole expense. In addition, the Contractor shall employ only competent people to perform the work specified. In the event that the Needham Public Schools determines that any person in the Contractor's employ is incompetent or otherwise unsatisfactory, such person shall be discharged from the work connected to this Agreement and not further employed, except with the consent of the Needham Public Schools.
- K. Nonperformance:** In the case of any default on the part of the Contractor with respect to any of the terms of this Agreement, the Town shall give written notice thereof, and if said default is not made good within such time as the Town shall specify in writing, the Town shall notify the Contractor in writing that there has been a breach of the Agreement and thereafter the Town shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the Town shall determine, and the Contractor shall pay for the completion of such work and reimburse the Town for all expenses incurred by reason of said breach. The Contractor in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the Contractor shall be determined by the Town and certified to the Contractor.
- L. Termination:** The Town may cancel this order in whole or in part by written notice to the Contractor without liability, if the Contractor: (a) fails to deliver the goods by the date required by the Agreement; (b) is in breach of any other material term of the Agreement; (c) being an individual, commits an act of bankruptcy or becomes bankrupt; or (d) being a corporation, is the subject of a compromise or arrangement with its creditors; in respect of property of which a receiver or a receiver and manager is appointed; or in respect of which a liquidator is appointed. In addition to (a) through (d) above, the Town shall have the right pursuant to M.G.L. c. 44 s. 31 to terminate in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate Town action. If the purchase order indicates that it is placed under a federal grant or award, the Town shall have the right to terminate the Agreement under Section 52.249-1 of the Federal Acquisition Regulation (FAR.)
- M. Insurance:** The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town of Needham as an additional insured on the policies. Coverage shall be in the amount of at least \$300,000 per occurrence and \$500,000 aggregate for bodily injury liability and \$100,000 per occurrence for property damage liability. In the event this Agreement is for professional services, the Contractor shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$100,000 per occurrence with a maximum deductible of \$10,000. All insurance coverage shall be in force from the time of the Agreement to the date when all work/delivery of materials under the Agreement is completed and accepted by the Town. The Vendor shall, before commencing performance of this Agreement, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
- N. Indemnification:** The Contractor agrees to indemnify, defend, and save harmless the Town of Needham and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, its subcontractors and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Agreement. If required, the Town of Needham will indemnify the Contractor and all of the

Contractor's officers, agents and employees from and against all suits and claims of liability of every name and nature, up to a maximum of \$100,000 per claim, consistent with M.G.L. c. 258, Section 2.

- O. Federal, State, Local Laws and Regulations:** This contract is subject to all applicable Federal, State and Town laws, administrative rules, regulations, ordinances and/or by-laws.
- P. Assignment:** Neither the Needham Public Schools nor the Contractor shall assign, delegate, in whole or in part, sublet, or transfer any right, liability, responsibility, obligation, duty or interest under the Agreement, without the written consent of the other, and such consent shall not be unreasonably withheld.
- Q. Subcontracting:** The Contractor shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the Needham Public Schools.

**R. Background Check:**

Services Do Require Background check       Services Do Not Require Background Check

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

- S. Independent Contractor:** The Contractor will render all services under this agreement as an Independent Contractor.
- T. Binding Agreement:** This Agreement shall be binding on the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor.
- U. Contract Amendments:** All contract amendments must be in writing and signed by officials with authority to bind the Contractor and Town of Needham.
- V. Prevailing Wage Rates:** If the work under this Agreement is subject to M.G.L. c. 149, s. 26-27D, the Prevailing Wage Law, the Contractor (and every subcontractor) shall file weekly certified payroll records with the Needham Public Schools for all employees who have worked under this Agreement. The Needham Public Schools and Contractor must preserve these records for a period of not less than three years.
- W. Confidentiality of Information & Record-Keeping:** The Contractor shall comply with M.G.L. c. 66A, if the Contractor becomes a "holder" of "personal data." In addition, the Contractor shall protect the physical security of any confidential information owned by the Needham Public Schools, which is used by the Contractor in the performance of this Agreement, or is in the Contractor's possession. The Contractor shall maintain records created or received in connection with this Agreement for a period of seven (7) years and shall allow the Needham Public Schools access to those records.
- X. Conflict of Interest.** The Contractor acknowledges that the Town of Needham is a municipality for the purposes of M.G.L. c. 268A (the Massachusetts Conflict of Interest statute) and agrees, as circumstances require to act or to forbear from taking action, so as to be in compliance at all times with the obligations of a contractor under said statute.
- Y. Work Product:** All drawings, specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the services) prepared by the Contractor or the Contractor's consultants shall become the property of the Town of Needham upon payment of sums due under this Agreement. The Town acknowledges the copyright of the Contractor and the Contractor's consultants.
- Z. 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.
- AA. Severability.** If a court declares one or more provisions of this Agreement invalid, the validity of the remaining provisions shall not be affected thereby.

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

**CC. Federal Funding.** For the avoidance of doubt, if checked below, this Agreement is funded in whole or in part by federal funding sources.

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

**DD. Contract Amendments:** All contract amendments must be in writing and signed by officials with authority to bind the Contractor and Town of Needham.

**EE. General Certifications:**

By executing this Agreement, the Contractor under pains and penalties of perjury certifies that: a) the Contractor is and shall remain qualified to perform all services required by this Agreement, including obtaining the requisite licenses, registrations, permits and resources for performance; b) the Contractor shall comply with all applicable federal, state and local laws and regulations; c) the Contractor has provided a quotation that was made and submitted in good faith and without collusion or fraud with any other person; d) the Contractor has the means and experience to fulfill the terms of this Agreement; e) the Contractor shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against it or any of its officers, directors, agents or subcontractors of which the Contractor has knowledge or learns of during the term of the Agreement; and f) if an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to the following: minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, fair labor practices; M.G.L. c. 149 (Labor and Industries); M.G.L. c. 150A (Labor Relations); M.G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); M.G.L. c. 151A (Unemployment Insurance); M.G. L. c. 151B (Unlawful Discrimination because of Race, Color, Religious Creed, National Origin, Ancestry or Sex); M.G.L. c. 151E (Prohibition of Certain Discrimination by Businesses); M.G.L. c. 152 (Workers' Compensation); M.G.L. c.153 (Liability of Employers to Employees for Injuries Not Resulting in Death); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act); Consumers and Civil Rights.

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

Finally, if the Contractor provides goods or services to the Needham Public Schools under the National School Lunch Program, it certifies that it complies with applicable provisions of the following: 7 CFR Part 210 ("National School Lunch Program"), including 7 CFR Part 210.21(d) ("Buy American"); 7 CFR 215 ("Special Milk Program for Children"); 7 CFR 220 ("School Breakfast Program"); 7 CFR 225 ("Summer Food Service Program"); 7 CFR 226 ("Child and Adult Care Food Program"); 7 CFR

245 (“Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools”); and 7 CFR 250 (“Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under ITS”).

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

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

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

**II. School Based Medicaid Services Certification:** If services provided under this Agreement are MassHealth-covered services within the scope of the School Based Medicaid Program, the Contractor agrees to meet the following requirements, in accordance with MassHealth regulations and sub-regulatory guidance: practitioner Random Moment Time Study Direct Service Pool Participation, practitioner license qualifications (including supervision requirements), Medicaid Medical Necessity, service authorization and service documentation. In addition, the Contractor shall timely

provide to the Town all such documentation, and such other information and documentation as is reasonably requested by the Town, so that the Town is able to seek Medicaid reimbursement for the cost of such services, through the Massachusetts School-Based Medicaid program.

**JJ. Good Faith Certification.** As required by M.G.L. Ch. 30B s. 10, the undersigned certifies under penalties of perjury that the attached quote was made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

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

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

**CONTRACTOR AUTHORIZED SIGNATURE:**

**By: The Contractor\*:**

_____	_____
Contractor Signature	Printed Name
_____	_____
Date	Printed Title

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

**NEEDHAM PUBLIC SCHOOLS AUTHORIZED SIGNATURE:**

**By:**

_____	_____
Needham Public Schools Authorized Signature	Printed Name
_____	_____
Date	Printed Title

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

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

_____	_____
Needham Public Schools Procurement Officer	Printed Name
_____	_____
Date	Printed Title

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

_____ Needham Town Counsel	_____ Printed Name
_____ Date	_____ Printed Title

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

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

_____ Assistant Superintendent for Finance & Operations	_____ Printed Name
_____ Date	_____ Printed Title
_____ Account Number or PO/ Requisition Number	