CONTRACT BETWEEN
THE SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
AND ECI SYSTEMS

The Southern Berkshire Regional School District (SBRSD) and ECI Systems agree that ECI Systems will provide installation of security systems including access control and video monitoring systems to the SBRSD, with the following facts and requirements:

1. All products and services will comply with the Massachusetts State Contract # FAC64, Master Blanket Purchase Order PO-18-1080-SRC01-11967 (attached and at https://www.mass.gov/files/documents/2018/06/22/FAC64_0.pdf).

2. This contract is solely for the work itemized in quote #11080 dated 8/2/2018 and quote #11272 dated 8/31/2018 (attached).

3. ECI Systems certifies that the quotes and any and all products and services provided to the SBRSD comply with the stated requirements and prices included in said contract and purchase order.

4. ECI Systems agrees that the SBRSD is not financially responsible for payment on any product or service that does not comply with the stated requirements and prices itemized in said contract and purchase order.

5. The prices quoted are the maximum amounts to be paid on the materials and services quoted.

6. The Massachusetts Prevailing Wage law applies to this project (see attached schedule).

7. Payment by the SBRSD will be made when services have been confirmed by the SBRSD as having been completed and in working order, within 30 days of receiving an itemized invoice for these services, and is subject to appropriation or the availability of other funds.

8. ECI Systems is responsible for providing or securing liability and workers' compensation insurance for its employees and contractors.

9. All workers will submit CORI forms (attached) to the SBRSD Central Office, and will provide such office with verification documents prior to the start of work.

10. Any contract amendments must be in writing and signed by officials with authority to bind both parties to this contract.

11. Any activity that would constitute a violation of M.G.L. c. 268A (the state conflict of interest law) is prohibited.

12. This document, and all of its attachments, constitute the entire agreement, and there are no agreements other than those incorporated herein.

13. Smoking, Use of Alcohol, and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of ECI Systems is prohibited on SBRSD property during all hours of work under any Contract with the District. If any officer, employee, agent, or representative of ECI Systems violates the foregoing provision, the SBRSD shall have the right to order that such officer, employee, agent, or representative of ECI Systems shall not be permitted to return to work under any Contract with the District. Under such circumstances, ECI Systems shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the District.

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke Free Workplace Law, ECI Systems, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the SBRSD.

14. Compliance with Laws

ECI Systems shall comply with all provisions of Federal, Massachusetts and SBRSD law applicable to this work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, ECI Systems shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in its entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

15. Insurance

ECI Systems shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract that is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of

this IFB, no Contract shall be entered into by the parties unless ECI Systems complies with all applicable insurance requirements, including, without limitation, the required language mandating that the SBRSD shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

A. General Liability Insurance $1,000,000 minimum
B. Workers Compensation $1,000,000 minimum
C. Vehicle $1,000,000 minimum

16. CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C,§49A, I certify under the penalties of perjury that ECI Systems named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Initial:_____

17. CONFLICT OF INTEREST CERTIFICATION

ECI Systems hereby certifies that:

i. ECI Systems has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.

ii. No consultant to, or subcontractor for, ECI Systems has given, offered, or agreed to give any gift, contribution, or offer of employment to ECI Systems, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by ECI Systems.

iii. No person, corporation, or other entity, other than a bona fide full time employee of ECI Systems has been retained or hired to solicit for or in any way assist ECI Systems in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to ECI Systems.

iv. ECI Systems understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to ECI Systems with respect to the transaction outlined in the attached quotes.

v. ECI Systems understands that ECI Systems, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Initial:_____

18. CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

ECI Systems hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Initial:_____

19. CERTIFICATE OF NON-DEBARMENT

ECI Systems hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which itis debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, ECI Systems shall inform the SBRSD within one (1) business day of such debarment, suspension, or prohibition from practice.

Initial:_____

20. PREVAILING WAGE RATES

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of ECI Systems, to request, if necessary, any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed work under any such Contract awarded.

Initial:_____

21. CERTIFICATE OF NON-COLLUSION

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

Initial:_____

ECI Systems agrees that all attachments and Contract specifications are hereto made part of any Contract executed with the District and are binding on ECI Systems.

_____	_____	_____
Authorized Signature, ECI Systems	Printed Name and Title	Date

_____	_____	_____
Authorized Signature, SBRSD	Printed Name and Title	Date

CLERK'S CERTIFICATE
(Please Type or Print Except Where Indicated)

At a duly authorized meeting of the Board of Directors of _____ held on at which all voted that, _____ of this Company, be and is hereby authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such under seal of the Company, shall be valid and binding upon this Company.

A true copy,

ATTEST:

(Clerk's Signature) _____

_____

Typed or Printed Signature

Place of business: _____

Date of this contract: _____

I hereby certify that I am the Clerk of _____and that _____ is the duly elected _____of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Clerk's Signature

_____

Corporate Seal