



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Acting Town Administrator
Susan Ramsey, Director, Natick Community Services
Paul Carew, Veterans' Services Director

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: July 6, 2021

**SUBJECT: CONTRACT EXTENSION
PRESCRIPTION MEDICATION CONTRACT**

In summer 2020, the Town of Natick entered into a contract with Family Pharmacy, Inc. for the furnishing of prescription medications to veterans receiving services through Natick Community Services. A complete explanation of the procurement may be found in the memorandum attached to the earlier procurement. The term of this contract, dated August 5, 2020, was for one (1) year, with one (1)) one (1)-year options for renewal, exercisable at the discretion of the Town. The rate was \$24,500/month for all possible prescription drugs covered, with an understanding that the amount may vary; the historical usage for the year is approximately \$25,000.00.

In spring 2021, Family Pharmacy, Inc. underwent some corporate restructuring, resulting in its contract being assigned within the Administration to Family Pharmacy's corporate affiliate Prescott Pharmacy, Inc. Prescott is under the same family parent company and is run by a member of the same family that operated Family Pharmacy, Inc.

The current contract was procured through M.G.L. c. 30B, §4, and was vetted through a very carefully drafted Request for Quotes, seeking the lowest responsible and responsible quoting party.

Family Pharmacy, Inc./now Prescott Pharmacy, Inc. was the only quoting party. In fact, it was the only pharmacy in the area that could provide the delivery services required to perform under the contract.

Family Pharmacy, Inc./now Prescott Pharmacy, Inc. has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as the incumbent vendor's beneficial performance, we recommend it to be in the Town's best interest to exercise its extension of the current contract. Assuming the Select Board is so inclined to do so, renewal

may be accomplished by executing the attached draft correspondence to Prescott Pharmacy, Inc. Please advise if you have any questions or require additional information.

Funding Source: M.G.L. Chapter 115 benefits program. – Approx. \$25,000.00
Account No. 01543025711000

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

July 14, 2021

Mr. Jason Mohaghegh
President
Prescott Pharmacy, LTC, Inc.
100 Grove Street
Suite 201
Worcester, MA 01605

*RE: PRESCRIPTION MEDICATION CONTRACT
 NOTICE OF EXERCISE OF FIRST RENEWAL TERM*

Dear Mr. Mohaghegh:

As you are aware, the Town of Natick, Massachusetts and Prescott Pharmacy, Inc., as assigned from Family Pharmacy, Inc., are parties to a contract for prescription medications in the Town of Natick ("Contract.") The Contract was dated August 5, 2020.

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms."

On July 14, 2021, the Town of Natick, by vote of the Natick Select Board, exercised its option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on August 4, 2022. This letter shall serve as notice of the Town's exercise of its option under the contract.

All provisions of the Contract shall remain in full force and effect during this option period.

Thank you for your consideration.

Very truly yours,

The Natick Select Board

Karen Adelman-Foster, Chair

Richard P. Jennett, Jr., Vice Chair

Michael J. Hickey, Jr, Clerk

Paul Joseph

Susan G. Salamoff

cc.

James Errickson, Acting Town Administrator
Susan Ramsey, Director, Natick Community Services
Paul Carew, Veterans' Services Director
Michelle Laramee, Comptroller
Karis L. North, Esq., Office of the Town Counsel



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

July 1, 2021

Mr. Jason B. Mohaghegh
President
Prescott Pharmacy, Inc.
100 Grove Street
Suite 201
Worcester, MA 01605

RE: *Prescription Medications – Town of Natick*
Contract Distribution – First Amendment to Contract

Dear Mr. Mohaghegh:

Please find enclosed a fully-executed First Amendment to Contract for Prescription Medication.

You may call Ms. Susan Ramsey, Community Services Director, at 508-647-6544, (or email at sramsey@natickma.org), with questions regarding performance, as she will be managing the project.

Please let me know if you have any contract-related questions.

Very truly yours,

Bryan R. Le Blanc

Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT
FOR SERVICES RELATED TO FURNISHING
PRESCRIPTION MEDICATIONS FOR THE TOWN OF NATICK

This First Amendment to Contract for Services Related to Furnishing Prescription Medications for the Town of Natick is entered into by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), by the Natick Town Administrator, and Prescott Pharmacy LTC, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with offices located at 100 Grove Street, Suite 201, Worcester, MA 01605 ("Prescott Pharmacy LTC, Inc." or "the Contractor").

WHEREAS, on or about August 5, 2020, the Town entered into a contract Family Pharmacy, Inc. 100 Grove Street, Suite 201, Worcester, MA 01605 for a one (1) year contract for services related to furnishing prescription medications to the Town of Natick ("Contract");,

WHEREAS, the Contract was subject to a one (1)-year option for renewal, exercisable at the sole discretion of the Town of Natick;

WHEREAS, in early 2021, Family Pharmacy, Inc., underwent some corporate restructuring, such that operations were sold to Prescott Pharmacy LTC, Inc., an affiliated company.

WHEREAS, all rights given and all duties delegated originally under the Contract to Family Pharmacy, Inc. have ultimately been acquired by Prescott Pharmacy LTC, Inc.

Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and Prescott Pharmacy LTC, Inc. hereby agree to amend the Contract as follows:

1. In the opening paragraph on page 1, delete the following text: "Family Pharmacy, Inc." and replace with the following text: "Prescott Pharmacy LTC, Inc."
2. In Article 20, page 9, delete the following text: "Family Pharmacy, Inc." and replace with the following text: "Prescott Pharmacy LTC, Inc."
3. In the signature block at the end of the Contract, replace reference to "Family Pharmacy, Inc." with reference to "Prescott Pharmacy LTC, Inc."
4. Except as modified herein, the provisions of the Contract shall remain in full force and effect.

(The remainder of this page is left intentionally blank.)

**Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT
FOR SERVICES RELATED TO FURNISHING
PRESCRIPTION MEDICATIONS FOR THE TOWN OF NATICK**

The Town of Natick, Massachusetts

Prescott Pharmacy LTC, Inc.

by:

by:

Robert R. Rooney
Acting Town Administrator

Signature

Jason B. Mohrghagh

Printed Name

President
Printed Title

See
next
page

Dated: _____

Dated: 4/19/2021

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Town Administrator is authorized to execute this Contract and to approve all requisitions and execute change orders.

Francesse Dorval
Acting Comptroller, Town of Natick

Dated: 5/17/21

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: 6/30/21

**Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT
FOR SERVICES RELATED TO FURNISHING
PRESCRIPTION MEDICATIONS FOR THE TOWN OF NATICK**

The Town of Natick, Massachusetts

Prescott Pharmacy LTC, Inc.

by:

by:


James Errickson
Acting Town Administrator


Signature

Jason B. Mohrghogh
Printed Name

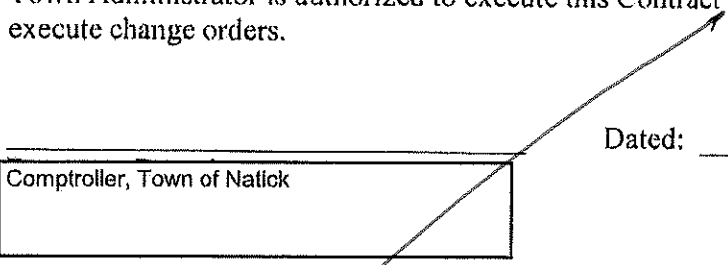
President
Printed Title

Dated: 6/30/21

Dated: 4/19, 2021

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In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Town Administrator is authorized to execute this Contract and to approve all requisitions and execute change orders.


Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:


Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

**Town of Natick, Massachusetts
FIRST AMENDMENT TO CONTRACT
FOR SERVICES RELATED TO FURNISHING
PRESCRIPTION MEDICATIONS FOR THE TOWN OF NATICK**

CERTIFICATE OF VOTE

I, Jason Mohaghegh
(Clerk/Secretary)

, hereby certify

that I am the duly qualified and acting President of
Prescott Pharmacy LLC, INC (Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on April 19th 2021, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

, _____;
(Name) (Title)

, _____; or
(Name) (Title)

, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

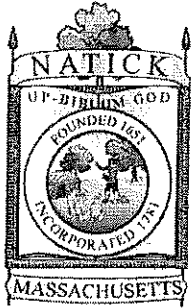
I, further certify that the above vote is still in effect on this the 19 day of April, 2021 and has not been changed or modified in any respect.

Jason B. Mohaghegh
Signature

Jason B. Mohaghegh
Printed Name

President
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



TOWN OF NATICK MASSACHUSETTS

TO: Robert Rooney, Acting Town Administrator
James Errickson, Deputy Town Administrator - Operations
Susan Ramsey, Director, Natick Community Services

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April __, 2021

SUBJECT: CONTRACT AWARD
First Amendment to Contract
For the Furnishing of Prescription Medications for the Town of Natick

On behalf of Natick Community Services, we are requesting that the Acting Town Administrator approve the attached First Amendment to Contract (for the furnishing of prescription medications for the Town of Natick.). The Contract itself was approved in August of 2020.

In April 2021, the Town received notice from its pharmacy vendor, Family Pharmacy, Inc., that it was undergoing some corporate restructuring, such that its rights and duties were being taken over by an affiliate, Prescott Pharmacy LTC, Inc. The companies are both located at 100 Grove Street, Suite 201, Worcester, MA 01605.

Prescott Pharmacy LTC, Inc. will continue to serve the needs of the Town of Natick, delivering prescriptions to the veteran clients as has been the case as of late in the existing contract. All other conditions of the contract will remain the same.

Natick has confidence that Prescott Pharmacy LTC, Inc. is a responsible business entity, with the capacity to perform under the Contract, as amended. The Town also retains the right to terminate the Contract, as amended, for convenience, with written notice to Prescott Pharmacy LTC, Inc. should the arrangement not prove beneficial following amendment.

Please advise if you have any questions or require additional information.

To recall, the funding to cover this Contract, as amended, will derive from the following sources:

M..G.L. Chapter 115 benefits program. – Approx. \$25,000.00/yr.
Account No. 01543025711000

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

PRESCOTT PHARMACY LTC, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

100 GROVE STREET, SUITE#B-12

City, state, and ZIP code

WORCESTER, MA 01605

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

81 2147706

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 Service (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 a U.S. citizen or other U.S. person (defined below).

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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

4-7-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCrillis & Keep Insurance Agency, Inc. 44 Auburn St. Auburn MA 01501		CONTACT NAME: Karen Rolashevich PHONE (A/C, No, Ext): (508) 832-2871 FAX (A/C, No): (508) 832-0588 E-MAIL ADDRESS: karen@mccrillis-keep.com	
INSURED PRESCOTT PHARMACY LTC INC 100 GROVE ST B-12 WORCESTER MA 01605-2627		INSURER(S) AFFORDING COVERAGE INSURER A: Main St. America Ins. Co. INSURER B: Safety Indemnity Ins. Co. INSURER C: Wesco Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2141300910 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPB4777S	12/25/2020	12/25/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Forensic IT Review \$ 25,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6205093	12/04/2020	12/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC990001B	04/12/2021	04/12/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The endorsement amending the business owners liability coverage form includes several additional insureds automatically. The endorsement states that additional insured status is only provided if there is a written contract or agreement between the parties requiring such status.

CERTIFICATE HOLDER

CANCELLATION

Town of Natick, Natick Town Administrator 13 East Central St Natick MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER McCrillis & Keep Insurance Agency, Inc. 44 Auburn St. Auburn MA 01501		CONTACT NAME: Karen Rolashevich PHONE (A/C, No, Ext): (508) 832-2871 E-MAIL ADDRESS: karen@mccrillis-keep.com FAX (A/C, No): (508) 832-0588	
INSURED PRESCOTT PHARMACY LTC INC 100 GROVE ST B-12 WORCESTER MA 01605-2627		INSURER(S) AFFORDING COVERAGE INSURER A: Main St. America Ins. Co. NAIC # 29939 INSURER B: Safety Indemnity Ins. Co. 33618 INSURER C: Wesco Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2141300910**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BPB4777S	12/25/2020	12/25/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Forensic IT Review \$ 25,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6205093	12/04/2020	12/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC990001B	04/12/2021	04/12/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The endorsement amending the business owners liability coverage form includes several additional insureds automatically. The endorsement states that additional insured status is only provided if there is a written contract or agreement between the parties requiring such status status.

See attached endorsement

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick, Natick Town Administrator
13 East Central St

Natick

MA 01760

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Adkins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE

A. Additional Insureds

Each of the following is added to Paragraph C. Who Is An Insured of BPM P 2 – Section II – Liability but only as specifically described by the following:

1. Any person or organization for whom you are performing operations is also an additional insured, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be included as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused in whole or part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations or "your work" included within the "products-completed operations" hazard for the additional insured at the location designated and described in the written contract or agreement.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. Any state or political subdivision, subject to the following additional provisions:
 - a. This insurance applies only with respect to the following hazards for which a state or political subdivision has issued a permit in connection with premises

you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposure;

- (2) The construction, erection or removal of elevators; or

- (3) The ownership, maintenance or use of any elevators covered by this insurance.

- b. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;

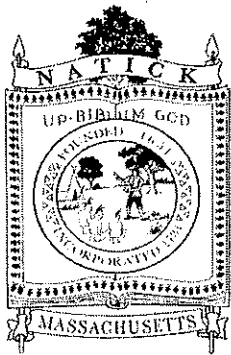
- (2) "Bodily injury" or "property damage" included within the products-completed operations hazard; or

3. Any person(s) or organization(s) with a controlling interest in you but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

4. Any manager or lessor of premises to whom you are obligated by virtue of a written "Insured Contract" to provide insurance such as afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. This insurance does not apply to:



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

October 2, 2020

Hamid Mohaghegh
President
Family Pharmacy, Inc.
100 Grove Street
Suite 201
Worcester, MA 01605

*RE: Prescription Medications – Town of Natick
Contract Distribution*

Dear Mr. Mohaghegh:

Please find enclosed a fully-executed form of contract.

You may call Ms. Susan Ramsey, Community Services Director, at 508-647-6544, (or email at sramsey@natickma.org), with questions regarding performance, as she will be managing the project.

Please let me know if you have any contract-related questions.

Very truly yours,

Bryan R. Le Blanc

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

This Contract is made this fifth day of August, 2020, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Town Administrator (hereinafter the "Town of Natick," or the "Town"), and Family Pharmacy, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 100 Grove Street, Suite 201, Worcester, MA 01605 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall furnish prescription medications to the Town of Natick, as set forth in the Request for Quotes for the Provision of Prescription Medications to the Town of Natick ("RFQ") which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the eastern Massachusetts area.

3. Term

The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) additional one (1)-year term.

4. Incorporation of the Request for Quotes/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFQ (if any)
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

5. **Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Request for Quotes, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts, and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. **Warranty**

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town. All manufacturers' warranties on any equipment delivered shall be assigned to the Town.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his 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, the Contractor 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 their 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.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned,

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

and hired vehicles - Combined single limit of \$1,000,000.

- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

DELETED/NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED/NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor 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 this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

In no event shall either party be liable for consequential, special, indirect, delay or incidental damages, including, but, not limited to any damages resulting from loss of use or profits arising out of or in connection with this Contract, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson
Deputy Town Administrator - Operations
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

Quincy, MA 02169

If to the Contractor: President
Family Pharmacy, Inc.
100 Grove Street
Suite 201, Worcester, MA 01605.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Quote was 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.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies 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.
- k. Prevailing wage rates, as contained in the Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin,

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

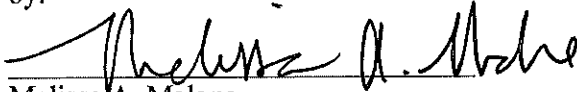
sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

The Town of Natick, Massachusetts

by:



Melissa A. Malone
Town Administrator

Family Pharmacy, Inc.

by:



Hamid Mohaghegh
Printed Name

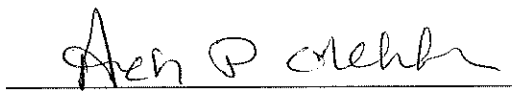
President
Printed Title

Dated: 9/28/20

Dated: 8/8/20

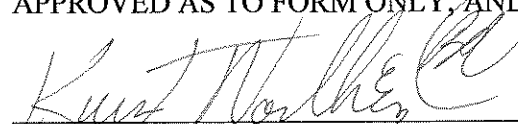
APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Town Administrator is authorized to execute this Contract and to approve all requisitions and execute change orders.


Arti P. Mehta
Comptroller, Town of Natick

Dated: 8/31/2020

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:


Karis L. North, Esq.

Dated: 9/23/20



Bryan Leblanc <bleblanc@natickma.org>

Request for Approval as to Form/Town of Natick Contract/Prescription Medication-Pharmacy Services

3 messages

Bryan Leblanc <bleblanc@natickma.org>

Fri, Aug 28, 2020 at 3:13 PM

To: Karis North <knorth@mhtl.com>

Cc: James Errickson <jerrickson@natickma.org>, Ramsey Susan <sramsey@natickma.org>

Good afternoon, Karis.

Please review, and if acceptable, sign, indicating approval as to form. The insurance certificate is in the middle of the contract.

Thanks so much.

Very truly yours,

Bryan Le Blanc

--

Bryan R. Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

3 attachments**Final Prescription Award Materials 072920a.pdf**

5895K

**Family Pharmacy Transmittal Letter 082820.pdf**

16K

**Contract Received Back from Family Pharmacy 082820.pdf**

1652K

Karis North <knorth@mhtl.com>

Wed, Sep 23, 2020 at 12:36 PM

To: Bryan Leblanc <bleblanc@natickma.org>

Cc: James Errickson <jerrickson@natickma.org>, Ramsey Susan <sramsey@natickma.org>

Approved as to form.

Thanks,

KLN

Karis L. North

Murphy, Hesse, Toomey & Lehane, LLP

300 Crown Colony Drive

Quincy, MA 02169

Tel.: 617.479.5000

Direct Dial: 617.691.1948

Fax: 617.479.6469

knorth@mhtl.com

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Please consider the environment before printing this e-mail.

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org>

Wed, Sep 23, 2020 at 12:38 PM

To: Karis North <knorth@mhtl.com>

Cc: James Errickson <jerrickson@natickma.org>, Ramsey Susan <sramsey@natickma.org>

Thanks!

[Quoted text hidden]

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick**

CERTIFICATE OF VOTE

I, Hamid Mohaghegh, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting President of
Natick Family Pharmacy, INC. (Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 8/8/2020, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either _____
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the 8th day of August, 2020 and has not been changed or modified in any respect.

H. Mohaghegh
Signature

HAMID MOHAGHEGH
Printed Name

President
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)



Family Pharmacy

Family Pharmacy, Inc. is a 501(c)(3) non-profit organization.

July 17, 2020

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760

Dear Procurement Officer:

We are pleased to provide you with a proposal for procurement of prescription and over-the-counter medications for the Town's Veterans' Services Department.

Our proposal for the procurement of prescription and over-the-counter medications to be provided is for \$24,500 per month on a cash basis. We have taken into consideration the list of drugs that you provided, as well as our previous experience servicing the town's Veterans' Services Department, and compared these to our current costs to come up with our proposal. The amount is based on the cash price of the list of drugs provided, on a 30 day cycle fill. However, the amount billed to the town's Veterans' Services Department may be less, dependent on the insurance that the patients have and the copay's they charge.

Any copays that we are unable to collect from the patients directly will be billed to the town's Veterans' Services Department, along with any medications provided to uninsured patients of the Department, up to \$24,500 monthly. If all patients have insurance and are able to pay their own copay, we foresee the annual payment from the Town to be less than the proposed monthly amount.

About Family Pharmacy

Family Pharmacy, Inc. has been committed to serving the pharmacy needs of the communities we belong to since 1999. To this day, Family Pharmacy, Inc. continues to be an integral part of the health and well-being of the communities we serve. Our pharmacists will take the time to answer your questions and concerns and help you understand the medications you are taking and how to take them properly.

Warm regards,

Hamid Mohaghegh
President and CEO
Natick Family Pharmacy

Corporate Office:

100 Grove Street, Suite 201, Worcester, MA 01605
P: (508) 755-4173 F: (508) 755-4524
www.familypharmacyrx.com

**TOWN OF NATICK
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of prescription medications.

Printed Name of Quoting party:

Natick Family Pharmacy

Address:

67 Union Street

Natick, MA 01760

\$ 24,500

Total Price Twenty four thousand five hundred dollars and 00 cents (\$ 24,500.00)

Write out in words and numbers, please.

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party 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.

The Quoting party 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 RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ 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 the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and 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.

The Quoting party 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. The Quoting party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Quotes.

The Quoting party 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 it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Hamid Mohaghegh

Authorized Signature

Hamid Mohaghegh

Printed Name

President and CEO

Printed Title

7/17/20

Date

Full Legal Name *Natick Family Pharmacy Inc*

Officers of Corporation and Addresses

Hamid Mohaghegh

100 Grove St Ste 201

Worcester, MA 01605

State of Incorporation *MA*

Principal Place of Business *Natick, MA*

67 Union Street

Natick, MA 01760

Tel. 508-720-4971

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in MA 67 Union Street

Natick, MA 01760



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCrillis & Keep Insurance Agency, Inc. 44 Auburn St. Auburn MA 01501		CONTACT NAME: Karen Rolashevich PHONE (A/C, No, Ext): (508) 832-2871 FAX (A/C, No): (508) 832-0688 E-MAIL ADDRESS: karen@mcgrillis-keep.com	
INSURED Natick Family Pharmacy INC 67 Union St Natick MA 01760		INSURER(S) AFFORDING COVERAGE INSURER A: Main St. America Ins. Co. NAIC # 29939 INSURER B: Safety Indemnity Ins. Co. 33618 INSURER C: NGM Insurance Company 14788 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2072000799 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPB4777S	12/25/2019	12/25/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Forensic IT Review \$ 25,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6205093	12/04/2019	12/04/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUB17445	12/25/2019	12/25/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W1B17445	04/12/2020	04/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The endorsement amending the business owners liability coverage form includes several additional insureds automatically. The endorsement (encl) states that additional insured status is only provided if there is a written contract or agreement between the parties requiring such status.

CERTIFICATE HOLDER Town of Natick Natick Town Administrator 13 East Central St Natick MA 01760	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE

A. Additional Insureds

Each of the following is added to Paragraph C. **Who Is An Insured** of **BPM P 2 – Section II – Liability** but only as specifically described by the following:

1. Any person or organization for whom you are performing operations is also an additional insured, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be included as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused in whole or part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations or "your work" included within the "products-completed operations" hazard for the additional insured at the location designated and described in the written contract or agreement.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. Any state or political subdivision, subject to the following additional provisions:
 - a. This insurance applies only with respect to the following hazards for which a state or political subdivision has issued a permit in con-

nection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposure;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance or use of any elevators covered by this insurance.
- b. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;
 - (2) "Bodily injury" or "property damage" included within the products-completed operations hazard; or
3. Any person(s) or organization(s) with a controlling interest in you but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own maintain or control while lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.
 4. Any manager or lessor of premises to whom you are obligated by virtue of a written "Insured Contract" to provide insurance such as afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or for such additional insured.
- 5. Any person or organization as mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply:

- a. Any "occurrence" that takes place after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or for such additional insured.
- 6. Any person or organization arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- 7. A co-owner of a premises and covered under this insurance but only with respect to liability as co-owner of such premises.
- 8. Any person(s) or organization(s) who is the lessor of leased equipment to you, and required by the lease to be included as an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 9. Any person(s) or organization(s) (referred to below as vendor) is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

B. The following is added to Paragraph H. Other Insurance of BPM P 3 -Section III - Common Policy Conditions:

Primary Additional Insured – If a written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in paragraph **C. Who Is An Insured** of **BPM P 2 – Section II – Liability**, this Other Insurance provision is applicable. This insurance is primary. This insurance is also non-contributory which means we will not seek contribution from other insurance available to the person or organization with whom you agree to include in **Who Is An Insured**.

**Town of Natick
Natick, Massachusetts**

Request for Quotes

for

the Procurement of Prescription Medications

**QUOTES DUE:
July 20, 2020, 11:00 A.M. LOCAL TIME**
Late Quotes Will Be Rejected

DELIVER COMPLETED QUOTES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

I. INTRODUCTION

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), solicits quotes for the procurement of prescription medications. For a full description of the medications, please refer to Section II (A) of the Request for Quotes ("RFQ").

Each Quoting party's quote marked, marked "Quote for Prescription Medications," will be received until **11:00 A.M. local time, July 20, 2020**, will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Quoting Party's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Quotes received after the date and time specified in the previous paragraph shall be accepted. No faxed Quotes shall be accepted. Conditional Quotes will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Quotes shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Quotes may also be received by email at bleblanc@natickma.org.

Each Quote shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Quote submitted shall be binding for sixty (60) days subsequent to the time of the opening of Quotes.

The Town **will not** reimburse Quoting parties for any costs incurred in preparing Quotes in response to this RFQ. Submission of a Quote shall be conclusive evidence that the Quoting party has examined this RFQ and is familiar with terms of this RFQ and all provisions of the contract included with this RFQ. Upon finding any omissions or discrepancy in this RFQ, each Quoting party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Quoting party to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Quoting party from any obligation with respect to the Quote. By submission of a Quote, the Quoting party agrees that if its Quote is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ and which is the form attached hereto at Attachment H. By submission of a Quote, the Quoting party further indicates acceptance of all terms and conditions of this RFQ.

II. BACKGROUND

The Town solicits Quotes from qualified firms or individuals for the procurement of prescription medications (the "Project").

A. Scope of Services

The Town seeks to procure services from a qualified individual/entity to provide prescription medications to individuals receiving monies from the Town of Natick, through its Veterans' Services Department.

The Town of Natick Veterans' Services Department receives M.G.L. c. 115 monies each month. Monies are deposited into the Town treasury, whereby the Town pays a portion of the prescriptions of certain individual veteran residents who qualify for assistance.

Because the Town is entering into a contract with a private contractor with public money on behalf of its residents, it is currently seeking quotes under M.G.L. c. 30B, §4.

The Town seeks to procure products based upon a single thirty days supply of the following drugs for the entire calendar year. A list of the drugs used, for comparative purposes, is attached hereto. Historical usage has averaged less than \$25,000.

However, the Town recognizes that this historical usage is for comparative purposes of quotes and award only. Usage may fluctuate, and any contract awarded will reflect actual usage. Nothing herein shall compel the Town to purchase the quantities or products listed above. The Town is seeking the services of a vendor that will supply prescription needs over the coming year.

The Successful Quoting party shall be accessible via public transportation and shall be within six miles of the Natick Community Senior Center, 117 East Central Street, Natick, MA 01760 and shall deliver all prescriptions, free of charge to recipients, on at least a Monday through Saturday basis. It shall also accept all major insurances, which shall include, but shall not be limited to, the following:

United Health Care Insurance
MassHealth
AARP Medicare RX
Blue Cross/Blue Shield Medex
Tufts Health Plan Medicare Preferred
Humana RX Plan
Harvard Pilgrim Medicare Enhanced
First Health RX
Medex Bronze
Silver Scripts
Well Care RX.

The Successful Quoting Party shall furnish the Town of Natick with an itemized inventory per client of all prescriptions filled for which the Town shall seek reimbursement under M.G.L. c. 115. Such information shall be subject to all applicable privacy laws. The Successful Quoting Party shall consult with the Town of Natick as to the exact format to be used for such reimbursement purposes.

Any contract awarded shall be for one (1) year. At the sole discretion of the Town, the term of any contract awarded may be extended for an additional one (1)-year renewal.

The Successful Quoting party shall have a minimum of five (5) years as a registered pharmacy in the Commonwealth of Massachusetts and shall offer a free delivery service.

The Successful Quoting party shall enter into a contract in the form of the attached. No exceptions shall be taken.

B. Successful Quoting Party's Personnel

The Successful Quoting party shall be responsible for any training of his/her/its personnel. The Successful Quoting party's personnel shall be adequately trained by the Successful Quoting party, shall be experienced in the provision of services specified in this RFQ, and shall be of good moral character. All of the Successful Quoting party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Quoting party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Quoting party will update this list whenever there is a change in personnel.

III. COMPLIANCE WITH LAWS

The Successful Quoting party shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his 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, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Quoting party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their 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 any other laws, as though such terms were set forth in their entirety herein.

IV. INSURANCE

The Successful Quoting party shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town 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.

V. INDEMNIFICATION

The Successful Quoting party shall assume the indemnification responsibilities described in the Contract which is a part of this RFQ and is incorporated herein by reference.

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting party and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

VII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting party shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting party shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

VIII. 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 the Successful Quoting party is prohibited on Town of Natick property which is the subject matter of this RFQ and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Quoting party violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Quoting party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful

Quoting party 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 Town.

IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Quoting party, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

**TOWN OF NATICK
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of prescription medications.

Printed Name of Quoting party:

Address: _____

Total Price _____ dollars and _____ cents (\$_____.__)

Write out in words and numbers, please.

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party 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.

The Quoting party 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 RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ 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 the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and 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.

The Quoting party 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. The Quoting party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Quotes.

The Quoting party 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 it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation

Principal Place of Business

Tel. _____

Qualified in Massachusetts **Yes** _____ **No** _____

Principal Place of Business in MA _____

**ATTACHMENT
FORM OF CONTRACT**

(SEE ATTACHED DOCUMENT.)

**ATTACHMENT
LIST OF PRESCRIPTIONS**

(SEE ATTACHED DOCUMENTS.)

Town Of Natick List Of Medications

DORZOL/TIMOL SOL 2-0.5%OP
CIALIS 20MG TAB
VIAGRA 50MG TAB
ALLOPURINOL TAB 100MG
POLY-IRON CAP 150MG
PRAVASTATIN TAB 10MG
CARAFATE 1GM/10ML SUS
CHANTIX PAK 0.5& 1MG
SYMBICORT 80-4.5 AER
NEXIUM 40MG CAP
ZOLPIDEM 10MG TAB
TOPIRAMATE TAB 100MG
OXYCODONE TABLET 5MG
METOPROLOL ER SUCCINATE TAB 50MG
PANTOPRAZOLE TAB 40MG
AMLODIPINE TAB 5MG
SOTALOL HCL TAB 120MG
ISOSORB MONO TAB 60MG ER
LISINAPRIL TAB 10MG
BUTRANS 20MCG/HR DIS
LORAZEPAM TAB 0.5MG
TAMSULOSIN CAP 0.4MG
SODIUM BICAR TAB 650MG
ELIQUIS TAB 2.5MG
HYDROCHLOROT 25MG TAB
LOTEMAX GEL 0.5%
COMBIGAN 0.2/0.5% SOL
ATORVASTATIN 20MG TAB
VENTOLIN HFA AER
SPIRIVA HANDIHLR CAP
VITAMIN D TAB 2000UNIT
ATENOLOL 25MG TAB
IPRATROPIUM/ SOL ALBUTER
NICOTINE DIS 21MG/24H
ATORVASTATIN TAB 40MG
NITROGLYCRN SPR 0.4MG
ASPIRIN LOW TAB 81MG EC
ISOSORB DIN TAB 10MG
CLONAZEPAM TAB 0.5MG

LATANOPROST SOL 0.005%
DOXAZOSIN TAB 1MG
CARB/LEVO TAB 25-100MG
VENLAFAXINE TAB 75MG
LEVOTHYROXIN TAB 175MCG
VITAMIN D CAP 50,000 UNT
CYANOCOBALAM INJ 1000MCG
CHANTIX PAK 1MG
WARFARIN TAB 5MG
CLONAZEPAM TAB 2MG
TIZANIDINE CAP 4MG
OXYCODONE TAB 15MG
SIMVASTATIN 20MG TAB
BUPROPN HCL 150MG XL TAB
ONETOUCH ULTRA BL TEST STRIPS
CARVEDILOL 6.25MG TAB
RANEXA TAB 1000MG
ATORVASTATIN 80MG TAB
NOVOLIN R U-100 INJ
ATORVASTATIN 10MG TAB
OMEPRAZOLE CAP 20MG
SERTRALINE TAB 50MG
POTASSIUM CL ER 20 MEQ TABLET
SYMBICORT 160-4.5 AER
METOPROL TAR TAB 50MG
POTASSIUM CHL PWD 20MEQ PACKET
ATROVENT HFA 17MCG AER
NYSTATIN SUS 100000
PREDNISOLONE 1% OP SUS
PROAIR HFA AER
VESICARE 5MG TAB
MIRTAZAPINE TAB 15MG
LOVASTATIN 40MG TAB
FUROSEMIDE 20MG TAB
NAPROXEN TAB 375MG
METOPROLOL SUCC ER 25 MG TAB
VITAMIN D3 TABLET 1000UNIT
FERROUS SULF TAB 324MG EC
ALENDRONATE TAB 35MG

Town Of Natick List Of Medications

GABAPENTIN CAP 400MG
PEN NEEDLE MIS 31GX3/16
SIMVASTATIN TAB 10MG
TAB

LEVOTHYROXIN 100MCG TAB
NOVOLOG 100 UNITS/ML FLEXPEN
NOVOLOG 100/ML INJ vial
LANTUS SOLOSTAR 100 UNITS/ML flexpen
ASPIRIN CHW 81MG
CYCLOBENZAPR TAB 5MG
LISINOPRIL TAB 20MG
KETOROLAC SOL 0.4%
LANTUS 100/ML INJ vial
GLIPIZIDE ER TAB 2.5MG
STRIP

VALSARTAN TAB 160MG
ATENOLOL TAB 50MG
NORTRIPTYLINE CAP 10MG
NYSTAT/TRIAM CRE
WARFARIN TAB 1MG
SPIRONOLACT TAB 25MG
MAG OXIDE TAB 400MG
WARFARIN 2MG TAB
FLOVENT HFA 220MCG AER
GABAPENTIN TAB 600MG
NEXIUM 40MG CAP
GABAPENTIN CAP 300MG
HYDROXYUREA CAP 500MG
AMLODIPINE TAB 10MG
METFORMIN TAB 500MG
FOLIC ACID 1MG TAB
FERROUS SULF TAB 325MG
CLOPIDOGREL 75MG TAB
ROSUVASTATIN TAB 5MG
GLIMEPIRIDE TAB 4MG
HYDROCO/APAP TAB 5-300MG
IRBESARTAN TAB 150MG
HYDROCO/APAP TAB 5-325MG
PROAIR HFA AER
SPIRIVA HANDIHLR CAP
LANSOPRAZOLE CAP 30MG DR

CALCIUM/D TAB 600-400
CALCITRIOL CAP 0.25MCG
METOPROL TARTRATE 25MG

TAMOXIFEN TAB 20MG
FERROUS GLUC TAB 324MG
HUMALOG 100/ML INJ vial
SENNALAX TAB 8.6MG
TRAMADOL HCL TAB 50MG
HYDROCHLOROT 12.5MG CAP
DUREZOL 0.05% EYE DROPS
OFLOXACIN DRO 0.3% OP
PRAVASTATIN TAB 40MG
ONETOUCH VERIO TEST

DIABETIC SHOES & INSERTS
SIMVASTATIN 40MG TAB
FUROSEMIDE 40MG TAB
OMEPRazole 40MG CAP
LEVOTHYROXIN 150MCG TAB
POT CHLORIDE TAB 10MEQ CR
GLIPIZIDE TAB 10MG
WARFARIN 3MG TAB
LEVOTHYROXIN TAB 50MCG
LEVOTHYROXIN TAB 112MCG
LOSARTAN POT TAB 25MG
VENLAFAXINE CAP 75MG ER
ATORVASTATIN 40MG TAB
ESOMEPRAMAG CAP 40MG DR
LISINOPRIL TAB 20MG
ALLOPURINOL TAB 300MG
ZOLPIDEM TAB 5MG
MECLIZINE TAB 12.5MG
TRAZODONE 50MG TAB
CHLORTHALIDONE 25MG TAB
MECLIZINE TAB 12.5MG
ATENOLOL TAB 50MG
ONDANSETRON TAB 4MG ODT
PILOCARPINE SOL 2% OP
PANTOPRAZOLE TAB 20MG
LEVEMIR 100 UNITS/ML VIAL

LISINAPRIL 40MG TAB
GABAPENTIN CAP 400MG
CLINDAMYCIN SOL 1%
BRIMONIDINE SOL 0.2% OP
DULOXETINE CAP 20MG
OXYCOD/APAP 5-325MG TAB
REFRESH LIQU DRO 1% OP
ADVAIR DISKUS 500/50 AER
SPIRIVA RESPIMAT 2.5 MCG INH
THEOPHYLLINE TAB 300MG ER
CIMETIDINE TAB 300MG
FUROSEMIDE 40MG TAB
CHERATUSSIN AC SYP
FERROUS SULF TAB 324MG EC
LEVOTHYROXIN TAB 25MCG
METFORMIN 500MG ER TAB
TOLTERODINE CAP 4MG.ER

FINASTERIDE TAB 5MG
METFORMIN 1000MG TAB
MOMETASONE SOL 0.1%
ROPINIROLE TAB 0.25MG
MIDODRINE TAB 5MG
3ML LL SYRNG MIS 25GX1
CALCIUM+D3 TAB 315-250
FLUTICASONE 50MCG SPR
MONTELUKAST TAB 10MG
DIAZEPAM 5MG TAB
APAP/CODEINE-TAB 300-30MG
GENTAMICIN SOL 0.3% OP
ATENOLOL TAB 100MG
LOSARTAN POT TAB 50MG
CEPHALEXIN CAP 500MG
SPIRONOLACT TAB 50MG

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

This Contract is made this _____ day of _____, 2020, by and between the Town of Natick, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Town Administrator (hereinafter the "Town of Natick," or the "Town"), and _____, a _____ organized under the laws of the Commonwealth of Massachusetts, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall furnish prescription medications to the Town of Natick, as set forth in the Request for Quotes for the Provision of Prescription Medications to the Town of Natick ("RFQ") which is incorporated herein by reference.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the eastern Massachusetts area.

3. Term

The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) additional one (1)-year term.

4. Incorporation of the Request for Quotes/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFQ (if any)
Fourth Priority:	RFQ

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick**

Fifth Priority: Contractor's Quote.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Request for Quotes, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts, and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
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6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town. All manufacturers' warranties on any equipment delivered shall be assigned to the Town.

7. **Compliance with Laws**

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his 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, the Contractor 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 their 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.

8. **Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

Town of Natick
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- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$1,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an

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immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

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DELETED/NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED/NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor 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 this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-

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employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

**Town of Natick
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- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services together with incidental and consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

In no event shall either party be liable for consequential, special, indirect, delay or incidental damages, including, but, not limited to any damages resulting from loss of use or profits arising out of or in connection with this Contract, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Deputy Town Administrator - Operations
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to:

Karis L. North, Esq.
Murphy, Hesse, Toomey & Lehane, LLP

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300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

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- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Quote was 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.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies 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.
- k. Prevailing wage rates, as contained in the Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons

Town of Natick
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whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

Town of Natick
Contract for Services Related to Furnishing Prescription Medications
for the Town of Natick

The Town of Natick, Massachusetts

Printed Name of Contractor

by:

by:

Melissa A. Malone
Town Administrator

Printed Name

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Town Administrator is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.

Dated: _____

**Town of Natick
Contract for Services Related to Furnishing Prescription Medications
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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either _____
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

