

# REQUEST FOR PROPOSAL

## High School Yearbook Publishing Services

RFP #: 2021-01  
Wellesley Townsman Newspaper  
Goods and Services Bulletin  
<https://wellesleyps.org/business-office/bids/>  
<https://www.commbuys.com/bsa>

Proposal Release Date: July 30, 2020

Questions Due Date: August 10, 2020

Amendments and Responses to Questions: August 14, 2020

Submission Deadline: August 21, 2020

Virtual Presentations: August 25, 2020

Award Date: September 1, 2020

Proposals Opened At: Wellesley Public Schools  
40 Kingsbury Street  
Wellesley, MA 02481

Term: August 1, 2020 – July 31, 2021 with  
Option for (2) one-year extensions

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## LEGAL NOTICE

HIGH SCHOOL YEARBOOK PUBLISHING SERVICES RFP #2021-01

The Town of Wellesley, Massachusetts, acting through Wellesley Public Schools, the Awarding Authority (the “Town”), invites sealed proposals for High School Yearbook Publishing Services at the Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481 until 11:00 a.m. on August 21, 2020. The High School Yearbook Publishing Services RFP will be released on July 30, 2020 at 11:00 a.m.

For questions, information, or proposal documents contact Tricia Simeone, Purchasing Coordinator, at schoolbids@wellesleyma.gov.

### KEY DATES

<u>Item</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Notice	July 30, 2020		<a href="https://wellesleyps.org/business-office/bids/">https://wellesleyps.org/business-office/bids/</a>
	August 3, 2020		<a href="https://www.commbuys.com/bsob">https://www.commbuys.com/bsob</a>
	August 6, 2020		Goods and Services Bulletin Wellesley Townsman Newspaper
Release of Proposal	July 30, 2020	11:00 a.m.	<a href="https://wellesleyps.org/business-office/bids/">https://wellesleyps.org/business-office/bids/</a>  Business Office 40 Kingsbury Street Wellesley, MA 02481  Email at schoolbids@wellesleyma.gov  <a href="https://www.commbuys.com/bsob">https://www.commbuys.com/bsob</a>
Questions Due	August 10, 2020	4:00 p.m.	Email at Schoolbids@wellesleyma.gov
Amendments and Responses to Questions	August 14, 2020	4:00 p.m.	<a href="https://wellesleyps.org/business-office/bids/">https://wellesleyps.org/business-office/bids/</a>
Submittal Date	August 21, 2020	11:00 a.m.	Cynthia D. Mahr, Assistant Superintendent for Finance and Operations 40 Kingsbury Street Wellesley, MA 02491 cmahr@wellesleyma.gov
Visual Presentations	August 25, 2020	Time To Be Determined	Wellesley Public Schools 40 Kingsbury Street, Wellesley, MA 02481
Award Date	September 1, 2020		
Term	August 1, 2020 – July 31, 2021 with the possibility of two (2) one-year extensions		

## SECTION 1: GENERAL INFORMATION

### 1. OVERVIEW

This is Request for Proposal (RFP) issued by the Town for High School Yearbook Publishing Services. Wellesley Public Schools seeks proposals for HIGH SCHOOL YEARBOOK PUBLISHING SERVICES to be provided to Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481.

Proposers shall have served in a territory in similar size and demographics as Wellesley High School for three consecutive years. \*Current enrollment as of 5/27/2020; Grade 12 also includes Grade 13.

Wellesley High School	Current Enrollment*
Grade 9	376
Grade 10	351
Grade 11	394
Grade 12	384
Total Enrollment Grade 9-12	1505

In accordance with Massachusetts General Laws (MGL) Chapter 30B, respondents must submit separate Price and Non-Price proposals in separately sealed envelopes.

The Town is an affirmative action/equal opportunity employer and encourages participation from certified minority and women-owned businesses in this RFP.

The Town may cancel this RFP or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

### 2. AVAILABILITY OF PROPOSAL DOCUMENTS

Proposal documents will be made available beginning July 30, 2020 at 11:00 a.m. by the following means:

- a) COMMBUYS: <https://www.commbuys.com/bsc>,
- b) By email to [schoolbids@wellesleyma.gov](mailto:schoolbids@wellesleyma.gov),
- c) By phone to Tricia Simeone at 781-446-6210 x5612, or
- d) By going to <https://wellesleyps.org/business-office/bids/> or Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481 (M-F 8:00 a.m. – 4:15 p.m.).

Proposal documents will be emailed unless delivery via U.S. Mail is specified by the requestor.

Proposers shall use complete sets of proposal documents in preparing proposals. The Town will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.

The Town, in making copies of the proposal documents available, does so only for the purpose of obtaining proposals on the work of this RFP, and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof.

### 3. ADDENDA AND INTERPRETATION

Prior to the opening of proposals, no interpretation of the meaning of the project documents will be made to any proposer orally. Any apparent inconsistencies or any matter seeming to require explanation or

interpretation in this RFP, must be inquired into in writing and addressed to Tricia Simeone via email at schoolbids@wellesleyma.gov. No requests will be accepted beyond August 10, 2020 at 4:00 p.m.

Written addenda will be emailed to all parties who, according to the Town's records, have obtained or requested proposal documents and have furnished an email address for such purposes. Absence of "failure" messages electronically transmitted from addressee's email address will serve as confirmation of delivery of addenda.

Copies of addenda will be made available for inspection at all locations where proposal documents are on file for that purpose and will be posted on the WPS website (<http://wellesleyps.org/business-office/bids/>). Each proposer shall be responsible for determining that it has received all addenda issued, and shall acknowledge receipt of all addenda on its Cover Sheet, and failure of any proposer to receive any addendum shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the proposal documents.

All addenda will be posted by August 14, 2020 by 4:00 p.m. Proposers should contact Tricia Simeone via email (schoolbids@wellesleyma.gov) or phone (781-446-6210 x5612) if they believe an addendum has not been received. The Town will not be responsible for, and no proposer may rely upon or use as the basis of a claim against the Town, any information, explanation or interpretation of the proposal documents rendered in any fashion except as herein provided.

#### **4. VENDOR PRESENTATIONS**

On August 25, 2020 at Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481, vendors who submitted proposals will be asked to conduct a 30-minute virtual presentation which must include a demonstration of their portrait flowing feature and index feature in addition to other information the presenter would like to share with the Review Committee. Vendor must show two other local examples of highly detailed, embossed covers, with at least three of the following cover capabilities: embossed to register, bevel debossed text, and cover design extending across the spine to the back lid also. Representative must furnish a list of at least 5 other similar-sized area high schools where they currently help produce a yearbook.

The Review Committee will consist of the Wesleyan Yearbook Advisor, the Assistant Principal at Wellesley High School, and the Accounting Coordinator for Purchasing. The scheduled time of these presentations will be determined after all proposals are submitted. All bidders will be notified of their designated presentation time on or before June 26, 2020 by email. Presentations will be part of the evaluation criteria of the bid proposals.

## **SECTION 2: HOW TO SUBMIT A PROPOSAL**

### **1. PROPOSAL SUBMITTAL**

Proposals consist of two parts: A Price Proposal and a Non-Price Proposal. In accordance with M.G.L. c. 30B, respondents must submit separate Price and Non-Price Proposals in separately sealed envelopes clearly marked with the following information on the front of the envelope:

Price Proposals:

**"Price Proposal for RFP #2021-01 – HIGH SCHOOL YEARBOOK PUBLISHING SERVICES RFP"**

Non-Price Proposals:

**“Non-Price Proposal for RFP #2021-01 - HIGH SCHOOL YEARBOOK PUBLISHING SERVICES RFP”**

Every proposal must be submitted on the prescribed proposal forms, copies of which are included with the proposal documents. All blank spaces on the proposal forms shall be filled in, in ink or typewritten in figures. The prices for each item on the Price Proposal shall be stated in both in figures. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the proposer. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern.

The proposer shall enclose its sealed proposal in an outer envelope addressed as follows:

FROM: (Proposer’s name and business address)  
RE: High School Yearbook Publishing Services RFP  
TO: Wellesley Public Schools  
Cynthia D. Mahr, Assistant Superintendent for Finance and Operations  
40 Kingsbury Street  
Wellesley, MA 02481

Proposers must submit one original and two (2) copies of the proposal. The Town also requests that all Price and Non-Price Proposals be copied onto a CD or thumb drive.

The proposal shall state the legal name of the proposer and shall be signed in ink by a person or persons legally authorized to bind the proposer to a contract, as follows: (1) if the proposer is an individual, by him/her personally; (2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. The name and title of the person or persons signing the proposal shall be typed or printed below the signature(s).

**2. FAX/ELECTRONIC PROPOSAL SUBMITTAL**

Proposals sent by fax or electronic means are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by air freight, postal service, or other means.

**3. RECEIPT OF PROPOSALS**

All proposers are cautioned to allow ample time for transmittal of proposals. Proposers are solely responsible for delivery to and receipt by the Town of proposals by the proposal deadline. Proposals received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed proposals, regardless of postmark.

Any proposal may be withdrawn by the proposer or its duly authorized representative by written notice received by the Town at the address for receipt of proposals specified in the Request for Proposals prior to the time scheduled for the opening of such proposals or authorized postponement thereof. No proposal may be withdrawn for thirty (30) business days after the opening of general proposals. All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the proposal opening.

**4. COMPLIANCE WITH REQUEST FOR PROPOSAL**

Proposers must comply with all requirements of this RFP in order to be eligible for contract award.

The Town reserves the right to reject any or all proposals if it is in the public interest to do so.

Every proposal which does not conform to statutory requirements, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, shall be considered invalid and the Town shall reject any such proposal.

In addition, the Town may consider informal and may reject any proposal which is not prepared and submitted in accordance with all requirements of the proposal documents, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the Town, substantially less or more than the actual cost to complete the work; provided, however, that the Town reserves the right to waive any and all minor informalities or non-statutory requirements.

Subject to the foregoing, if the proposal forms, specifications, or any other proposal documents require submission of special information or data to accompany proposals, and any proposer neglects to furnish such information or data with its proposal, the Town may reject the proposal of such proposer as incomplete; provided, however, that the Town reserves the right to deem any such omission which is not an omission of substance as an informality for which such proposal will not be rejected, and to subsequently receive such information or data prior to award of the contract.

## **5. REQUIRED PROPOSAL DOCUMENTS**

All proposals are **required** to contain the following forms fully completed and signed (if applicable):

- a) Cover Sheet (Form A);
- b) Plan of Services (Form B);
- c) Price Proposal (Form C);
- d) References (Form D);
- e) Non-Collusion Affidavit (Form E);
- f) Tax Compliance Certification (Form F);
- g) Certificate of Authority (Form G);
- h) Disclosure of Lobbying Activities Form (Form H);
- i) Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion (Form I);
- j) Corporate/Partnership Form (Form J); and a
- k) W-9 Form.

## **6. MODIFICATIONS TO PROPOSALS**

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town no later than the close of business on the day before the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the Wellesley Public Schools Name of Proposal Price Quotation Spreadsheet or a surrogate so authorized in writing.

After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition as determined by the Town.



## **7. PROPOSAL OPENING**

Sealed proposals will be accepted at Wellesley Public Schools, 40 Kingsbury Street, Wellesley, MA 02481 until 11:00 AM as read on the clock in the Business Office on August 21, 2020. Proposals will be made available for inspection on-site for a reasonable period of time after all proposals are opened and a determination made on the awarded vendor. Price Proposals are opened privately after proposal evaluations.

## **SECTION 3: PROPOSAL REQUIREMENTS**

### **1. PERFORMANCE CAPABILITIES**

Although the cost of services is a consideration, the Town is primarily concerned with the proven ability of the proposer to satisfactorily perform its contract so that the service will be provided in accordance with the High School Yearbook Publishing Services RFP documents. The Town will select the most responsive and responsible bidder with the best quality of yearbook printing services. The decision of the Town will be final. An explanation of the decision will not be provided.

### **2. QUALIFICATION OF PROPOSER**

In order to be considered for the award of this RFP, proposers must demonstrate competency in the business of providing the goods and/or services specified in this RFP by conformance with the following criteria:

1. Proposer must have a verified experience record acceptable to the Town, including having successfully performed similar size and scope of work as is proposed to three (3) other school districts (similar in size / scale).
2. Proposer must not have defaulted on or failed to perform any contract within the last three (3) years.
3. Proposer must receive favorable ratings from references.
4. The product offered must meet the requested specifications.
5. Proposer must be registered to do business in Massachusetts.
6. Proposer must hold all applicable State and Federal permits, licenses and approvals.

The Town may make such investigations as it deems necessary to determine the ability of the proposer to supply the necessary equipment, and the proposer shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer, or the Town's own experience with such proposer, fails to satisfy the Town that such proposer is properly qualified to carry out the obligation of the contract by supplying the equipment and services contemplated therein. Conditional or qualified proposals will not be accepted.

### **3. REFERENCES**

Proposers must provide a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project. Any omission will be considered grounds to invalidate the proposer's proposal.

Use the form marked "REFERENCES" in this proposal (Form C) and provide the following information for each reference:

- a) Contact Person
- b) Street
- c) City, State, Zip
- d) Email Address
- e) Phone Number

**Poor references may be used as a basis for determining that a vendor is not a responsible proposer. The Wellesley Public Schools may act as its own reference.**

#### **4. SUBCONTRACTORS**

Proposer must supply a list of subcontractors to be used during the contract, if applicable.

#### **5. TAXES**

The Town is exempt from Town, County, State and Federal/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on each Proposal. Proposer shall obtain all appropriate tax exemption certificates from the Town.

No contract may be entered into with any party that has not filed and paid all taxes required under law. This certification is to be included with the sealed proposal. Failure to submit a statement of compliance will result in the proposal being disqualified.

## **SECTION 4: AWARD AND CONTRACT**

### **1. RULE OF AWARD**

The Contract for Services ("Contract") (Form O) will be awarded to the most responsive and responsible proposer submitting the most advantageous proposal, taking into consideration all quality requirements and comparative evaluation criteria set forth in this RFP, including the proposer's experience, staff capacity, references, vendor presentation and plan of services as well as the proposal price.

### **2. TIMEFRAME FOR AWARD**

Award of the Contract will be made within thirty (30) business days after (i) the opening of proposals or (ii) the receipt by the Town of any approvals necessary from federal or Commonwealth agencies in connection with the project, whichever is later. All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the bid opening or until a Contract is executed, whichever occurs first.

### **3. RESERVED RIGHTS**

As it deems best serves the interests of the Wellesley Public Schools, the Town reserves the right to:

- a) Cancel this RFP at any time, with or without notice to prospective proposers. Reasonable efforts will be made to give timely notice.
- b) Accept or reject, in whole or in part, any and all proposals as permitted by law.
- c) Waive or adjust non-statutory proposal requirements before or after proposals are opened, while also being non-prejudicial to the interests of fair competition.

### **4. CONTRACT**

The successful proposer will be notified in writing, by mail or otherwise, that its proposal has been accepted and that it has been awarded the Contract. The successful proposer shall execute the Contract

(Form K) within ten (10) days after presentation of the Contract to the proposer or notice to the proposer that the Contract is ready for execution.

**A signed contract will result from this RFP and will remain in effect for the contracted work period** or until the purpose of the contract is fully realized. While the contract is in effect, the Procurement Officer acting on behalf of the **Wellesley Public Schools** may continue to place orders for the awarded items at the original proposal price.

## **5. TERM**

The term of this agreement will be from **August 1, 2020 through July 31, 2021 with the possibility of two (2) additional one-year extensions.**

## **6. COMPETITIVENESS AND INTEGRITY**

The Town has assigned control of this proposal process to the Wellesley Public Schools Business Office, to prevent biased evaluations and to preserve the competitiveness and integrity of such efforts. Proposers are to direct all communications regarding this RFP to the Wellesley Public Schools Business Office, unless otherwise specifically noted. Attempts by proposers to circumvent this requirement will be viewed negatively and may result in rejection of that proposal. The Wellesley Public Schools Business Office may refer communications to other parties for clarification.

## **7. RIGHT TO KNOW LEGISLATION, M.G.L., CH. 111F & 454 C.M.R. 21.06**

All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to M.G.L. c. 111F, are cautioned to obtain and read the statute and regulations referred to above.

### Method of Acquisition

All items and materials shall be included in the price of services. Wellesley Public Schools will issue purchase orders if they deem the Contract useable.

## **8. INVOICING AND PAYMENTS**

The successful proposer must direct all invoices to: Wellesley Public Schools, ATTN: Business Office, 40 Kingsbury Street, Wellesley, MA 02481 or email to [SchoolAP@wellesleyma.gov](mailto:SchoolAP@wellesleyma.gov).

Wellesley Public Schools is tax-exempt. Sales taxes and finance charges will not be paid. Payments will be made for all goods/services delivered within 30 days of receipt and acceptance of delivery.

## **9. WARRANTY**

The successful bidder shall provide warranties to the Town as more fully described in the Contract attached hereto.

# **SECTION 5: PRODUCT AND PERFORMANCE TERMS**

## **1. QUALITY MINIMUM REQUIREMENTS**

- a) Must include all forms contained in the document with applicable signatures.
- b) Must meet all Proposer Requirements, Experience, and goods/services outlined in this RFP.
- c) Proposers must provide a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project.

**2. SCOPE OF SERVICES**

The work under this contract shall consist of HIGH SCHOOL YEARBOOK PUBLISHING SERVICES in Wellesley, MA 02481. Wellesley Public Schools invites your printing services company to submit a written proposal to provide HIGH SCHOOL YEARBOOK PUBLISHING SERVICES for Wellesley High School. Prices shall remain firm for the entire period of the contract. Wellesley Public Schools reserves the right to reject any or all proposals and award the proposal as may be determined to be in the best interest of the school district.

**a) PRINTING SERVICES SPECIFICATIONS**

Number of Pages	240-280
Estimated # of Books	550-600
Press Run	550-600
Trim Size	9 x 12
Binding	Smyth sewn, rounded and backed
Color	Full-color printing
End Sheets	Full-color printing different front & back
Paper	100 # gloss or matte or 100 # Centura
Cover	Custom embossed cover, + die + 2 applied silkscreen inks + 1 applied foil (as options); cover proof  Overtone rub/grain foil cover & spine  High gloss litho UV coat clear
Proofs	2 hard copy, 4-color laser sets; online access to publishing previews
Ship Date	May 15, 2021, May 15, 2022, May 15, 2023

**b) REQUIRED CREATION**

Yearbook Company must allow pages to be created using Adobe Creative Suite/Monarch Systems or other web-based creation tool with similar capabilities, provided by the yearbook company. No photo storage limit. Must have ability to view all pre-press pages at once, and which pages are submitted/proofs/proofs returned. Must have the ability to submit pages electronically to the plant with no other interface necessary. Copy due date no earlier than March 1, 2021.

**c) REQUIRED PROOFS**

Proofs on all pages, cover and end sheet.

**d) WEBSITE**

Yearbook Advisor will have access, at all times, to both a content and staff-based management system, and a yearbook production website so that he/she can note progress. The yearbook website will be available for owner to plan the upcoming year during spring of the previous year.

Must provide licensed use of InDesign, Photoshop and storage space for photo management system, available at no cost and able to be accessed online, from any computer (Mac and PC). Multiple users must be able to log in at the same time (synchronous & no limit to number of users on platform). Must be able to be accessed from a laptop or chrome book, with any wireless connection and no photo storage limit. Program must include a portrait flow feature and must provide comprehensive (and Common Core-aligned) curriculum to train a class in InDesign, specific to yearbook creation, at no cost. Must have pieces of curriculum available online for quick and easy access.

**e) E-COMMERCE or SIMILAR PAYMENT PROGRAM**

The Wellesley Public Schools will provide and use RecTrac which allows parents to conveniently buy yearbooks with a credit card, debit card or via eCheck. This ecommerce program allows consumers to conveniently buy ads with a credit card or debit card at no cost to the consumer or Wellesley High School Yearbook.

**f) MARKETING**

Marketing techniques and ideas related to the sale of ads and the books themselves will be required, such as email, flyers, pre-made ads, widgets, links, banners, etc. (marketing tools).

**g) DEADLINE SCHEDULES AND DELIVERY DATE**

- Delivery & Scheduling: Books must arrive at Wellesley High School by the third Wednesday in May. Proposals must also include a production schedule to meet the delivery date noted above. If the awarded vendor does not meet the delivery date above and all other deadlines were met, the vendor will mail individual copies to seniors at vendor’s expense.
- Page Submission: Vendor shall accept online page submission. In addition, there must be no double page requirement for submission of pages. The School must be able to submit non-double page spreads and have these pages count towards meeting all deadline requirements. A submission does not have to be in complete signatures (16-page blocks) or double spread.
- Proofs: Wellesley High School’s requirement is for physical proofs or equivalent with the option of online proofing with no additional charges for changes made online.

**h) WORKSHOPS**

Please provide a list of workshops available to Advisor and or students. Include locations and cost. Program must be used by at least three other similar sized schools in the state. Name of school/advisor must be provided. School must have been using this program for at least 3 years. Must offer an on-site design session with a professional graphic designer who has worked with at least three other high-profile schools in the area. References/examples of work at each school must be furnished.

**i) SCHOOL PROVISIONS**

Wellesley High School provides a faculty member who advises the student editors who produce the yearbook. Additionally, it provides electricity, space, technical assistance, and custodial help to the yearbook.

**3. COMPARATIVE EVALUATION CRITERIA**

**A. Proposer’s Designated School Representative’s Background**

Proposer’s Representative has worked with and printed yearbooks for school districts in similar size and scope of Wellesley Public Schools for the past 10 years or more.	Highly Advantageous
Proposer’s Representative has worked with and printed yearbooks for school districts in similar size and scope of Wellesley Public Schools between 5 to 9 years.	Advantageous
Proposer’s Representative has worked with and printed yearbooks for school districts in the past 5 years.	Not Advantageous

Proposer's Representative has never worked with and printed yearbooks for any school districts.	Unacceptable
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**B. Proposers Designated School Representative's Teaching Experience**

Proposer's Representative has taught at least 5 or more courses in yearbook related topics including yearbook camps in the last 5 years.	Highly Advantageous
Proposer's Representative has taught at greater than 3 but less than 5 extensive courses in yearbook related topics including yearbook camps in the last 5 years.	Advantageous
Proposer's Representative has taught less than 3 courses in yearbook related topics including yearbook camps.	Not Advantageous
Proposer's Representative has never taught courses in yearbook related topics or run yearbook camps.	Unacceptable

**C. Proposer's Additional Support Staff**

Proposers who offer tech support, plant support and local office support to Yearbook Staff.	Highly Advantageous
Proposers who offer two of the following support systems to Yearbook Staff: tech support, plant support or local office support.	Advantageous
Proposers who only offer to Yearbook Staff one of the following support systems: tech support, plant support or local office support.	Not Advantageous
Proposers who do not offer any support systems.	Unacceptable

**D. Marketing Support**

Proposers who can provide 5 out of the five items below: <ol style="list-style-type: none"> <li>1. Online database management system</li> <li>2. Free online purchase of yearbooks for parents</li> <li>3. Free mailing to entire student body to promote book sales</li> <li>4. Ability to sell book direct to parents integrated into online software</li> <li>5. Marketing Supplies and Support Offered</li> </ol>	Highly Advantageous
Proposers who can provide 4 out of the five items below: <ol style="list-style-type: none"> <li>1. Online database management system</li> <li>2. Free online purchase of yearbooks for parents</li> <li>3. Free mailing to entire student body to promote book sales</li> <li>4. Ability to sell book direct to parents integrated into online software</li> <li>5. Marketing Supplies and Support Offered</li> </ol>	Advantageous
Proposers who can provide 3 out of the five items below: <ol style="list-style-type: none"> <li>1. Online database management system</li> <li>2. Free online purchase of yearbooks for parents</li> <li>3. Free mailing to entire student body to promote book sales</li> <li>4. Ability to sell book direct to parents integrated into online software</li> <li>5. Marketing Supplies and Support Offered</li> </ol>	Not Advantageous
Proposers who can provide 2 out of the five items below: <ol style="list-style-type: none"> <li>1. Online database management system</li> <li>2. Free online purchase of yearbooks for parents</li> </ol>	Unacceptable

<ol style="list-style-type: none"> <li>3. Free mailing to entire student body to promote book sales</li> <li>4. Ability to sell book direct to parents integrated into online software</li> <li>5. Marketing Supplies and Support Offered</li> </ol>	
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**E. Demonstrated Journalistic & Print Success**

Proposer's Proposing rep's schools have won either CSPA Crowns or JEA Pacemakers within 5 years or less for any of their school yearbooks published during rep's tenure	Highly Advantageous
Proposer's Proposing rep's schools have won either CSPA Crowns or JEA Pacemakers within 6 to 10 years for any of their school yearbooks published during rep's tenure.	Advantageous
Proposer's Proposing rep's schools have NOT won CSPA Crowns or JEA Pacemakers greater than 10 but less than 15 years for any of their school yearbooks published during rep's tenure.	Not Advantageous
Proposer's Proposing rep's schools have NOT won CSPA Crowns or JEA Pacemakers.	Unacceptable

**F. Ease of Software**

Proposer's software provides all of the features listed below: <ol style="list-style-type: none"> <li>1. Online program automatically underlines misspelled names</li> <li>2. Index building feature processes both text and photo boxes for index data</li> <li>3. Portrait building feature easily allows for portraits to flow around page content</li> <li>4. Portrait flow allows for easy reflows without affecting other content on the page</li> <li>5. Portrait flow allows building of placeholder spots based on grade populations</li> <li>6. Proposers' Online program runs both high resolution and low-resolution PDFs on demand</li> <li>7. One student can work on a page at a time</li> <li>8. Adviser can retrieve any prior saved version of a spread, even from early in the year</li> <li>9. Online program allows submission of a single page</li> </ol>	Highly Advantageous
Proposer's software provides 8 of the 9 program features below: <ol style="list-style-type: none"> <li>1. Online program automatically underlines misspelled names</li> <li>2. Index building feature processes both text and photo boxes for index data</li> <li>3. Portrait building feature easily allows for portraits to flow around page content</li> <li>4. Portrait flow allows for easy reflows without affecting other content on the page</li> <li>5. Portrait flow allows building of placeholder spots based on grade populations</li> <li>6. Proposers' Online program runs both high resolution and low-resolution PDFs on demand</li> <li>7. One student can work on a page at a time</li> </ol>	Advantageous

<ol style="list-style-type: none"> <li>8. Adviser can retrieve any prior saved version of a spread, even from early in the year</li> <li>9. Online program allows submission of a single page</li> </ol>	
<p>Proposer's software provides 7 of the 9 program features below:</p> <ol style="list-style-type: none"> <li>1. Online program automatically underlines misspelled names</li> <li>2. Index building feature processes both text and photo boxes for index data</li> <li>3. Portrait building feature easily allows for portraits to flow around page content</li> <li>4. Portrait flow allows for easy reflows without affecting other content on the page</li> <li>5. Portrait flow allows building of placeholder spots based on grade populations</li> <li>6. Proposers' Online program runs both high resolution and low-resolution PDFs on demand</li> <li>7. One student can work on a page at a time</li> <li>8. Adviser can retrieve any prior saved version of a spread, even from early in the year</li> <li>9. Online program allows submission of a single page</li> </ol>	Not Advantageous
<p>Proposer's software provides fewer than 7 program features:</p> <ol style="list-style-type: none"> <li>1. Online program automatically underlines misspelled names</li> <li>2. Index building feature processes both text and photo boxes for index data</li> <li>3. Portrait building feature easily allows for portraits to flow around page content</li> <li>4. Portrait flow allows for easy reflows without affecting other content on the page</li> <li>5. Portrait flow allows building of placeholder spots based on grade populations</li> <li>6. Proposers' Online program runs both high resolution and low-resolution PDFs on demand</li> <li>7. One student can work on a page at a time</li> <li>8. Adviser can retrieve any prior saved version of a spread, even from early in the year</li> <li>9. Online program allows submission of a single page</li> </ol>	Unacceptable

**G. Proposer's Presentation – Portrait Flow**

<p>The Proposer's presentation demonstrated their company's Portrait Flow. Six of these features were evident from the demonstration:</p> <p>The Portrait Flow:</p> <ol style="list-style-type: none"> <li>1. Allows building custom portrait sections with placeholder frames based on the projected number of students in each group</li> <li>2. Previews number of pages needed for a section based on the number of portraits and desired size/settings</li> <li>3. Generates a live preview as you change portrait settings</li> </ol>	Highly Advantageous
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<ol style="list-style-type: none"> <li>4. Allows customization of internal and external margins on the fly and previews how many pages the setting changes will need</li> <li>5. Allows flowing and reflowing portraits around existing content (like mods and sidebars) on pages</li> <li>6. Allows flowing of pictures with rounded corners.</li> </ol>	
<p>The Proposer's presentation demonstrated their company's Portrait Flow. Five of these features were evident from the demonstration:</p> <p>The Portrait Flow:</p> <ol style="list-style-type: none"> <li>1. Allows building custom portrait sections with placeholder frames based on the projected number of students in each group</li> <li>2. Previews number of pages needed for a section based on the number of portraits and desired size/settings</li> <li>3. Generates a live preview as you change portrait settings</li> <li>4. Allows customization of internal and external margins on the fly and previews how many pages the setting changes will need</li> <li>5. Allows flowing and reflowing portraits around existing content (like mods and sidebars) on pages</li> <li>6. Allows flowing of pictures with rounded corners.</li> </ol>	Advantageous
<p>The Proposer's presentation demonstrated their company's Portrait Flow. Four of these features were evident from the demonstration:</p> <p>The Portrait Flow:</p> <ol style="list-style-type: none"> <li>1. Allows building custom portrait sections with placeholder frames based on the projected number of students in each group</li> <li>2. Previews number of pages needed for a section based on the number of portraits and desired size/settings</li> <li>3. Generates a live preview as you change portrait settings</li> <li>4. Allows customization of internal and external margins on the fly and previews how many pages the setting changes will need</li> <li>5. Allows flowing and reflowing portraits around existing content (like mods and sidebars) on pages</li> <li>6. Allows flowing of pictures with rounded corners.</li> </ol>	Not Advantageous
<p>The Proposer's presentation demonstrated their company's Portrait Flow. Three of these features were evident from the demonstration:</p> <p>The Portrait Flow:</p> <ol style="list-style-type: none"> <li>1. Allows building custom portrait sections with placeholder frames based on the projected number of students in each group</li> <li>2. Previews number of pages needed for a section based on the number of portraits and desired size/settings</li> <li>3. Generates a live preview as you change portrait settings</li> </ol>	Unacceptable

4. Allows customization of internal and external margins on the fly and previews how many pages the setting changes will need 5. Allows flowing and reflowing portraits around existing content (like mods and sidebars) on pages 6. Allows flowing of pictures with rounded corners.	
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**Proposer’s Representative’s Responses to Questions During Presentation**

Rep demonstrated knowledge of Student Press Law.	YES	NO
Rep demonstrated ability to problem-solve.	YES	NO
Rep demonstrated proficiency in CSPA rules.	YES	NO
Rep demonstrated interpersonal skills and ability to interact with students and adviser.	YES	NO

**4. INSURANCE**

With the award of the Contract, the vendor shall submit Certificates of Insurance to the Town to prove that it has certain minimum coverages as more fully described in the Contract attached hereto.

## EXHIBIT A: COVER SHEET

Town of Wellesley/WELLESLEY PUBLIC SCHOOLS

### Instructions to Proposers

#### HIGH SCHOOL YEARBOOK PUBLISHING SERVICES RFP

From: \_\_\_\_\_  
(Name of Proposer)

( ) a corporation, organized and existing under the laws of the state of \_\_\_\_\_

( ) a partnership

( ) a joint venture

( ) an individual

doing business as \_\_\_\_\_

By submitting this proposal, the undersigned represents to the Town that it has examined and understands the Request for Proposal, proposal forms, and all other documents in this proposal package. By submitting this proposal, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this proposal or any contract that may be entered into based upon this proposal, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts. A proposer wishing to amend this proposal after transmittal to the Town may do so only by withdrawing this proposal and resubmitting another proposal prior to the time for opening proposals. The undersigned proposes to furnish all labor and materials required for the work of the Contract referred to above for the prices stated on the attached **Price Proposal**, which prices are incorporated by reference into this Proposal.

The undersigned agrees that, if selected, it will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a Contract substantially in the form attached to the Request for Proposals (Form K) and in accordance with the terms of this proposal. The proposal includes the addenda as numbered below, which proposer acknowledges receipt of:

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Name

#### Contact Name for Proposal Questions:

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Email of Contact Person

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

\_\_\_\_\_  
Contact Person Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**EXHIBIT B: PLAN OF SERVICES**

Proposers must submit a staffing plan showing the name, title and/or position, and role of each individual who will substantially contribute to this project. For each individual, attach a current resume.

## EXHIBIT C: NON-PRICE PROPOSAL

Answers to the questions in this section must be in the order presented below and noted with Question Letter and Heading Name (e.g. Question A1 – Technology).

**A. Technology**

Answers to these questions must be listed on the “Price Quotation Sheet” in this RFP.

1. What DPI are the pictures captured at?
2. What file formats can be uploaded to your online program?
3. Describe your business-based software and services.
4. Describe the landing page we will see when we go to work on our site.
5. Describe anything we might be able to save from one year’s book to the next year’s book.
6. Describe how our school’s master database will be put to use in your online program.
7. Describe how any PhotoShop-esque photo editing works in your online program.

**B. Does your online design program ALLOW the following items below?** Answers that need additional space, bidder should attach these answers on a separate document listing the Section, designated Letter and corresponding numbered question.

Design Features	Yes	No	Comments
1. Can text, images, and graphics extend beyond the bleed zone?			
2. Is there a tool that lets us create custom shapes and paths?			
3. Is there a tool that lets us edit those paths and shapes after they are created rather than deleting and starting over?			
4. Can we create any custom CMYK blends and name them with our own descriptive names like, “Raider Red.”			
5. Do you have functionality that lets us swap templates on a spread (keeping content in place with photos and text being filtered into the new frames of the template)?			
6. Can we customize the document grid size?			
7. Can we customize our margins?			
8. Do you have a Swiss grid?			
9. Can we customize our drop shadows?			
10. Can we save multiple drop shadow “styles” for consistent usage in the book?			
11. Can we merge multiple frames/shapes into a compound shape that can serve as an image frame?			
12. Is there a tool that lets us restore earlier versions of a spread?			
13. If yes, does this tool save a history of all edited versions?			
14. Does your system restrict access so that only one person can work on a spread at a time?			
15. Would we have the ability to run a low-res PDF?			
16. Would we have the ability to run a high-res PDF?			
17. Can we download a large group of high-res images from the library?			

Text	Yes	No	Comments
18. Does your program spell check on the fly by automatically underlining misspelled words?			
19. Does your program check names on the fly by automatically underlining names that don't match our database?			
20. Can text be extended beyond the gutter & bleed off the page in your program?			
21. Can we turn text into an outline to fill with a photo?			
22. Can we build Character Styles?			
23. Do you have a function that auto-builds captions for us with names in order of appearance?			
24. Does your caption functionality automatically include built-in row designations that follow our preset character styles?			

Photos	Yes	No	Comments
25. When we upload photos, can they be assigned to multiple folders?			
26. Is there a tool the lets us locate and store an image in the Library while staying on the spread?			
27. Is there a tool that lets us swap which pictures are in which frames without re-dragging and dropping the images?			
28. Does your program offer a warning if a duplicate image is being uploaded?			
29. What type of files does your system allow for upload?			

<b>Portrait Flow: Please be ready to demonstrate portrait flow during your presentation</b>	Yes	No	Comments
30. Can we build custom portrait sections with placeholder frames based upon the projected number of students in each group?			
31. Does your portrait flow calculate and preview the pages needed for a section based upon the number of portraits needed and desired size?			
32. Does your portrait flow generate a live preview as you change the portrait settings?			
33. Can we easily flow and reflow portraits around existing content (additional coverage) on pages?			
34. What happens to additional content if we reflow pages?			

Reports	Yes	No	Comments
35. Do you have coverage reporting built into your program?			
36. Can we filter reports based upon grade/name?			
37. Can we run reports of staff activity that include the number of pages edited and images uploaded?			
38. Can we run a report of staff activity that shows the cumulative amount of time spend working on the book?			

Additional Information	Yes	No	Comments
39. Do you provide any software to help us manage assignments? Do you offer staff and deadline management systems? Please describe.			
40. Tell us about design services you provide to your schools. <ul style="list-style-type: none"> <li>• Design Service (tools/data)</li> <li>• Curriculum (lessons/classes or workshops)</li> </ul>			
41. Do you offer use of Adobe Creative Suite/Monarch Systems or other web-based creation tool with similar capabilities and a no cost secure, cloud-based storage for files and images?			
42. Do you offer no data caps?			

**D. Company/Plant Printing Procedures**

Any answers that need additional space, bidder should attach these answers on a separate document listing the Section, designated Letter and corresponding numbered question.

1. Where would you print our book?	
2. How are our books shipped?	
3. How long are our books in transit?	
4. Is an in-plant customer service agent provided?	
5. Who has access to that person and how is s/he consulted?	
6. How many accounts is s/he assigned?	
7. Describe any in territory support you might have?	
8. Is an in-plant technical agent available?	
9. What days and hours is he/she available?	
10. How many books print out of this facility?	
11. Please describe your tech support resources.	
12. Describe any book sales programs you offer and their cost.	
13. Describe any teaching resources you have available to us.	

E. Page Production

Any answers that need additional space, bidder should attach these answers on a separate document listing the Section, designated Letter and corresponding numbered question.

1. Please describe the in-plant workflow of a submitted page.	
2. At what line-screen value do you print your pages?	
3. What is the last possible minute to make a correction (to copy; moving a picture, changing a picture, adjusting low resolution, changing a page number) that can be made on a page? List what the charges are for the correction changes listed above on the Price Quotation Sheet on Page 27.	

F. Deadlines

Any answers that need additional space, bidder should attach these answers on a separate document listing the Section, designated Letter and corresponding numbered question.

What would our deadlines be?	
When would WHS submit their cover to you?	
When would WHS submit their end sheets?	
Does your company engrave cover nameplates yes/no?	
If yes, what is the deadline for cover nameplates?	
Is deadline submission based upon flats or sigs?	
What's the policy for a missed deadline?	
Please disclose fees/penalties.	
If we miss our final deadline how it will affect timeline of book's arrival.	

G. Representative's Information

1. Please have your representative' submit his/her resume. In your representative's resume, detail how long this person has been a representative. Also include, what schools this person has served and where this person has served the longest and for how long? Please indicate if this person has been an advisor before becoming a representative.
  
2. Include one sample book this representative has produced in the last three years excluding Wellesley High School Yearbooks. Review Committee will be looking at quality of paper, color, etc.
  
3. Please include a list of all of the representative's schools and advisory contact information for all colleges, middle, & high schools.



4. Please list any national CSPA Crown or JEA Pacemakers won by Massachusetts schools serviced by this representative.
  
5. Name the sessions at conferences or camps that this representative has taught in the last two years.
  
6. Has this person run an entire camp or workshop? Name the camp or workshop.
  
7. How many colleges, elementary, middle, and high schools does this representative service?

Representative Services

	Number
Colleges	
Elementary	
Middle	
High School	

8. Include a personal statement from the representative answering these three questions:
  - a. What is your greatest strength as a yearbook representative?
  
  - b. What do you see as the two most important parts of your job as a representative?
  
  - c. Is there anything else you wish to tell us about your company?

### EXHIBIT D: PRICE PROPOSAL

Price Quotation Sheet for The High School Yearbook Publishing Services Please provide a 3-year cost estimate for each one of the items listed in the table below. Please include any additional charges not listed Price Quotation Sheet.

**Program Requirements**

We are interested in offset printing only for a full-color (CMYK) yearbook.

Number of Pages	240-280
Press Run	550-600
Trim Size	9 x 12
Binding	Smyth sewn, rounded and backed
Color	Full-color printing
End Sheets	Full-color printing different front & back
Paper	100 # gloss or matte or 100 # Centura
Cover	Custom embossed cover, + die + 2 applied silkscreen inks + 1 applied foil (as options); cover proof  Overtone rub/grain foil cover & spine  High gloss litho UV coat clear
Proofs	2 hard copy, 4-color laser sets; online access to publishing previews
Ship Date	May 15, 2021, May 15, 2022, May 15, 2023

ITEM	COST: 2020-2021	COST: 2021-2022	COST: 2022-2023
Estimated cost of one yearbook with the criteria listed in the above grid			
Total Estimated Printing Cost of Yearbook in Full Color using our Specs Submitted			
Total Estimated Printing Cost of Yearbook using 5 Signatures of Color (60 pages each)			
Fee for Each Correction			
Fee for Color Reprint			
1st Proof of Cover Fee			
2nd Proof of Cover Fee			
Missing Deadline Fee/Penalties			
Late Cover and End Sheets Fee/Penalties			
Service Plan Fee			
Training Plan Fee			
Shipping Costs			

WELLESLEY PUBLIC SCHOOLS  
 High School Yearbook Publishing Services / RFP# 2021-01  
 July 30, 2020

UPGRADE OPTIONS	COST: 2020-2021	COST: 2021-2022	COST: 2022-2023
Custom dust jacket			
Metallic ink spot colors			
Engraved cover nameplate			

POST SUBMISSION CORRECTION COSTS	COST: 2020-2021	COST: 2021-2022	COST: 2022-2023
Cost of Correcting Copy			
Cost of Changing/Substituting/Deleting Photo			
Charge for a Cover reproof			

\_\_\_\_\_  
 Authorized Vendor Signature

\_\_\_\_\_  
 Date

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

**EXHIBIT E: REFERENCES**

Proposers must provide three references performed in the past three (3) years that are similar in size and scope to this project. Any omission will be considered grounds to invalidate the proposer's proposal.

1. Contact Name: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

2. Contact Name: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

3. Contact Name: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **EXHIBIT F: STUDENT DATA PRIVACY SPECIAL TERMS AND CONDITIONS**

This Student Data Privacy Special Terms and Conditions dated \_\_\_\_\_ (hereinafter “Agreement”) is by and between Wellesley Public Schools District and \_\_\_\_\_ (“Contractor”), a contractor performing institutional services and functions that will require student data to perform those services and functions.

Contractor and Wellesley Public Schools have contracted for the Contractor to provide High School Yearbook Printing Services (“the Services”), which are institutional services and functions, to Wellesley Public Schools. In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including, but not limited to student data, meta data and user content (“Data Files”). Wellesley Public Schools and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and Massachusetts student record regulations, 603 C.M.R. 23.00 (“State Regulations”). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Agreement shall not under any circumstance transfer from Contractor to any other party.

Contractor acknowledges and agrees that it is providing institutional services or functions for Wellesley Public Schools and that it is under direct control of Wellesley Public Schools with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by Wellesley Public Schools and Wellesley Public Schools reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of Wellesley Public Schools. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that it and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of Wellesley Public TOWNS and their authorized agents cannot identify any students.

Contractor also acknowledges and agrees to:

Use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with Wellesley Public Schools.

Use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. Contractor further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

Not share the Data Files and/or any portion thereof received under this Agreement with any other entity without prior written approval from Wellesley Public Schools and the prior written approval of the parent/guardian of the student or eligible student.

Not copy, reproduce or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.

Not re-disclose, transfer or sell the Data Files and/or any portion thereof.

Not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.

Not to use the Data Files and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.

Not to use the Data Files and/or any portion thereof contained therein for the development of commercial products or services.

Not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. Contractor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.

Notify the Chief Information Officer for Wellesley Public Schools in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including personally identifiable information and agrees

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to provide Wellesley Public TOWNS, upon request, with a copy of said written incident response plan.

Not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under 34 CFR 99.31(a)(6)(iii).

Maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files or any portion thereof.

Upon receipt of a request from Wellesley Public Schools, immediately provide Wellesley Public Schools with any specified portion of the Data Files within three (3) calendar days of receipt of said request.

Upon receipt of a request from Wellesley Public Schools, immediately begin the process of returning all Data Files over to Wellesley Public Schools and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to Wellesley Public Schools and to ensure that the Data Files cannot be recovered and are securely destroyed and to provide Wellesley Public Schools with any and all Data Files in Contractor's possession, custody or control within seven (7) calendar days of receipt of said request. Contractor also will provide Wellesley Public Schools with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to Wellesley Public Schools, within fifteen (15) days of its receipt of Wellesley Public Schools request for destruction of Data Files.

In the event of the Contractor's cessation of operations, promptly return all Data Files to Wellesley Public Schools in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to Wellesley Public Schools and to ensure that the Data Files cannot be recovered and are securely destroyed. Contractor also will provide Wellesley Public Schools with written certification, including an inventory of its Data Files destruction, and an inventory of all Data Files returned to Wellesley Public Schools, within fifteen (15) days of Contractor's cessation of operations.

Not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.

In the event that the Contractor and/or any of its subcontractors or agents to which the Contractor may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. Contractor also will provide Wellesley Public Schools with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.

Delete Wellesley Public Schools Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.

Upon receipt of a litigation hold request from Wellesley Public Schools, immediately implement a litigation hold and preserve all documents and data relevant identified by Wellesley Public Schools and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

Upon receipt of a request from Wellesley Public Schools, allow Wellesley Public Schools to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.

Cooperate fully with Wellesley Public Schools and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of Services to students and/or Wellesley Public Schools, and shall provide full access to Contractor's facilities, staff, agents and Wellesley Public Schools Data Files and all records pertaining to the Contractor, Wellesley Public Schools Data Files and delivery of Services to Wellesley Public Schools. Failure to cooperate shall be deemed a material breach of the Contract.

Not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of Wellesley Public Schools.

Seek prior written consent from Wellesley Public Schools before using any de-identified Wellesley Public Schools Data Files for internal product development and improvement and/or research. Contractor acknowledges and agrees that de-identified Wellesley Public Schools Data Files is defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers. Contractor also acknowledges and agrees not to attempt to re-identify de-identified Wellesley Public Schools Data Files and not to transfer de-identified Wellesley Public Schools' Data Files to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to Wellesley Public Schools who has provided prior written consent for such transfer.

Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of Massachusetts and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 et seq. Further, the Contractor



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hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 et seq., and to fully protect the confidentiality of any student data, meta data, user content or other non-public information and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and has a protocol in place to ensure use by employees.

Contractor represents warrants and agrees that its terms of service/terms and conditions of use, license agreement and/or privacy policies dated as of \_\_\_\_\_ shall be amended as it relates to the Services as follows:

Any provision contained in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies regarding the Town of Wellesley and/or Wellesley Public Schools, as a user, to indemnify the Contractor are hereby deleted in their entirety.

Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies that require that the Town of Wellesley and/or Wellesley Public Schools, as a user, to carry insurance coverage are hereby deleted in their entirety.

Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies which specifically disclaim all implied warranties or warranties of merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other disclaimers of implied or statutory warranties are hereby deleted in their entirety.

Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies by which the Town of Wellesley and/or Wellesley Public Schools is specifically releasing the Contractor from liability are hereby deleted in their entirety.

Any changes that the Contractor may make, from time to time, to its terms of service, terms and conditions of use, license agreement and/or privacy policies, shall not apply to the terms of these Services unless the Contractor and Town of Wellesley and/or Wellesley Public Schools agree to such changes in writing.

The laws of the Commonwealth of Massachusetts shall govern this Agreement and the parties agree to be bound by the laws of the Commonwealth of Massachusetts in the resolution of any dispute concerning any of the terms and conditions of this Agreement and consent to the jurisdiction of the United States

July 30, 2020

Court for the District of Massachusetts and/or the trial courts of the Commonwealth of Massachusetts for any actions arising out of or related to this Agreement and any governing law and or choice of law provisions in the Contractor's terms of service, terms and conditions of use, and license agreement and/or privacy policies which are to the contrary are hereby deleted in their entirety.

All rights, including intellectual property rights, shall remain the exclusive property of Wellesley Public Schools and/or the student, as applicable, and Contractor as a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give the Contractor any rights, implied or otherwise, to Data Files or any portion thereof, content or intellectual property, except as expressly stated in this Agreement. This includes, without limitation, the right to sell or trade the Data Files or any portion thereof. Any provisions to the contrary in the Contractor's privacy policy, terms of service, terms and conditions of use and/or license agreement are hereby deleted in their entirety.

The designated representative for the Contractor for this Agreement is:

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

and

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

The designated representative for Wellesley Public Schools for this Agreement is:

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

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

The Contractor shall be liable for any and all damages, costs and attorneys' fees which the Town of Wellesley and Wellesley Public Schools may incur as a result of any claims, suits and judgments against the Town of Wellesley and Wellesley Public Schools which arise out of the acts or omissions of the Contractor, its employees, servants, representatives or agents during the term of this Agreement.

No delay or omission of Wellesley Public Schools to exercise any right hereunder shall be construed as a waiver of any such right and Wellesley Public Schools reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.

The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

July 30, 2020

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

---

Contractor Name

---

Title

Wellesley Public Schools

---

Cynthia D. Mahr  
Assistant Superintendent for Finance and Operations

## EXHIBIT G: FINGERPRINTING REQUIREMENTS

### WELLESLEY PUBLIC SCHOOLS FINGERPRINTING – QUICK REFERENCE

#### Statewide Applicant Fingerprint Identification Services (SAFIS) Program

Massachusetts law now requires fingerprint-based criminal history record checks for most individuals involved with Department of Early Education and Care (EEC) licensed, approved, or funded programs. EEC, the Massachusetts Department of Elementary and Secondary Education (ESE) and the Executive Office of Public Safety and Security (EOPSS) have partnered with MorphoTrust USA to implement the Statewide Applicant Fingerprint Identification Services (SAFIS) Program and are working to provide convenient applicant fingerprinting enrollment centers throughout the Commonwealth of Massachusetts. NOTE: This Registration Guide is intended to provide guidance to individuals who are licensed or employed by EEC, or seek licensing or employment with an EEC-licensed family, small or large group/school-age child care provider, residential care program or adoption/foster care placement agency, as well as in-home non-relative caregivers, adoptive or foster parents and their household members, and individuals who provide transportation services on behalf of any EEC-licensed or funded program. If you work for a Pre-K program run by a public or private K-12 school, please consult the ESE registration instructions for Pre-K-12th Grade Education entities.

#### Overview of the Fingerprinting Process

The following is an overview of the SAFIS fingerprinting process:

- An applicant/employee [registers for a fingerprinting appointment](#) via either the MorphoTrust USA Identogo™ registration website or the MorphoTrust Massachusetts Customer Service (telephone) Center at (866) 349-8130;
- Provide your Wellesley Public School District and ESE Organization Code: 03170000
- An applicant/employee goes to a MorphoTrust USA Identogo™ enrollment center on the date and time selected by him/her and has his/her fingerprints taken;
- Individuals will pay a fee to comply with this requirement of \$35.00 for non-licensed employees and \$55.00 for DESE Licensed Professionals (including those with pending applications/licenses).
- You will be provided with a fingerprint receipt. A copy of this receipt must be returned to the WPS Human Resources Department as a confirmation that the fingerprints were captured.
- The applicant's/employee's fingerprints are sent electronically to the Massachusetts State Police (MSP) for a statewide criminal history record check and to the Federal Bureau of Investigation (FBI) for a nationwide criminal record check;
- The results of both the State and National fingerprint-based criminal history record checks are returned to the MSP

For more information please visit:

- [Massachusetts Legislature – Session Laws](#)
- [MSP Fingerprinting Registration Guide](#)
- [FAQ Regarding Background Checks Law](#)

If you have any further questions, please feel free to contact Jackie Meyer, Human Resources Secretary at 781-446-6210 ext. 5622.

## EXHIBIT H: CORI FORM

WELLESLEY PUBLIC SCHOOLS  
WELLESLEY, MA 02481

Wellesley Public School: \_\_\_\_\_

WELPS CH385 G

### CORI REQUEST FORM

Wellesley Public Schools has been certified by the Criminal History Systems Board for access to all criminal case data including conviction, non-conviction and pending. As an applicant/employee/volunteer/intern/etc. (please indicate position) \_\_\_\_\_, I understand that a criminal record check will be conducted for conviction, non-conviction, and pending criminal case information only and that it will not necessarily disqualify me. The information below is correct to the best of my knowledge.

\_\_\_\_\_  
Signature

### REQUESTED INFORMATION (Please Print)

\_\_\_\_\_  
LAST NAME                      FIRST NAME                      MIDDLE NAME

\_\_\_\_\_  
DATE OF BIRTH (MM/DD/YYYY)                      XXX -       -  
LAST SIX DIGITS OF SSN

\_\_\_\_\_  
PHONE NUMBER                      EMAIL ADDRESS

\_\_\_\_\_  
STREET ADDRESS                      APT # or SUITE

\_\_\_\_\_  
CITY                      STATE                      ZIP

\_\_\_\_\_  
FORMER LAST NAME 1      FORMER LAST NAME 2      FORMER LAST NAME 3      FORMER LAST NAME 4

FATHER'S NAME      \_\_\_\_\_      \_\_\_\_\_  
LAST NAME                      FIRST NAME

MOTHER'S NAME      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
LAST NAME                      FIRST NAME                      MAIDEN NAME

RACE \_\_\_\_\_                      PLACE OF BIRTH \_\_\_\_\_  
(REQUESTED BUT NOT REQUIRED)

SEX: \_\_\_\_\_      HEIGHT: \_\_\_\_\_ ft. \_\_\_\_\_ in.      WEIGHT: \_\_\_\_\_      EYE COLOR: \_\_\_\_\_

**\*\*PLEASE ATTACH A COPY OF YOUR DRIVER'S LICENSE\*\***

**\*\*The above information was verified by reviewing the following form of government issued photographic identification\*\***

REQUESTED BY: \_\_\_\_\_  
Director of Human Resources  
SIGNATURE OF CORI AUTHORIZED EMPLOYEE

Revised 3/30/2017



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
Department of Criminal Justice Information Services 200  
Arlington Street, Suite 2200, Chelsea, MA 02150  
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973  
MASS.GOV/CJIS



**This form is not to be faxed. Please return form to organization.**

**Criminal Offender Record Information (CORI)  
Acknowledgement Form**

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

\_\_\_\_\_ is registered under the  
(Organization)  
provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. \_\_\_\_\_ has authorized  
(Organization)  
\_\_\_\_\_ to submit CORI checks  
(Consumer Reporting Agency)  
to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to \_\_\_\_\_

(Consumer Reporting Agency)  
to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing \_\_\_\_\_  
(Organization)  
with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact \_\_\_\_\_  
(Organization)  
to request this information.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also understand that the \_\_\_\_\_ on behalf of  
(Consumer Reporting Agency)  
\_\_\_\_\_ may conduct  
(Organization)  
subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

\_\_\_\_\_  
Signature of CORI Subject

\_\_\_\_\_  
Date

**EXHIBIT I: CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Date

## EXHIBIT J: TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
\*(Individual or Corporate Name) Signature of person submitting bid or proposal

\_\_\_\_\_  
Name of business

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

\_\_\_\_\_  
Date

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant, and separate forms completed by each subcontractor.

\*\*Your Social Security Number and Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. c. 62C, § 49A.



**EXHIBIT K: CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_ (name of corporation) held on \* \_\_\_\_\_ (date) at which all the Directors were present or waived notice, it was voted that \_\_\_\_\_ (name), \_\_\_\_\_ (office) of this corporation, be it he or she, hereby is authorized to execute proposal documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any proposal document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: \_\_\_\_\_  
(clerk or secretary)

Place of Business: \_\_\_\_\_

I certify that I am the clerk/secretary of the \_\_\_\_\_ and that \_\_\_\_\_ is the duly elected \_\_\_\_\_ and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: \_\_\_\_\_  
(clerk or secretary)

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

\* This date must be on or before the date of the Contract.

\*\* This date must be on or before the date of the Contract.



## EXHIBIT M: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* NAME OF APPLICANT	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 50px;" type="text"/>	* First Name: <input style="width: 150px;" type="text"/>
Middle Name: <input style="width: 100px;" type="text"/>	
* Last Name: <input style="width: 200px;" type="text"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 200px;" type="text"/>	
SIGNATURE	DATE
<input style="width: 250px;" type="text" value="Completed on submission to Grants.gov"/>	<input style="width: 150px;" type="text" value="Completed on submission to Grants.gov"/>

**Optional - You may attach 1 file to this page.**

	Add Attachment	Delete Attachment	View Attachment
--	----------------	-------------------	-----------------

**EXHIBIT N: CORPORATE/PARTNERSHIP FORM**

NOTE: If the proposer is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

**If a Corporation:**

Incorporated in what State: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes \_\_\_\_ No \_\_\_\_

**If a Partnership:** (Name all Partners)

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

**If an Individual:**

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

Residence: \_\_\_\_\_

**If an Individual doing business under a firm name:**

Name of Firm: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Business Address: \_\_\_\_\_

Residence: \_\_\_\_\_

**Other form of business organization:**

\_\_\_\_\_

## **EXHIBIT O: CONTRACT FOR SERVICES**

This agreement (“Contract for Services”) is made this [DATE ] by and between \_\_\_\_\_ [VENDOR] .; (“Contractor”), and the Town of Wellesley, acting through Wellesley Public Schools (“Town”), for the provision of High School Yearbook Publishing Services.

**CONTRACT:** The Contract is comprised of this Contract for Services, the Request for Proposals, the Proposal, Instructions to Bidders, all Bid documents, conditions, exhibits, addenda issued prior to the execution of this Contract for Services, and any modifications validly issued after the execution of this Contract for Services. Those documents are complementary, and what is required by one shall be as binding as if required by all.

In the case of any inconsistency or conflict among the documents that comprise the Contract or within any document, the Contract shall be interpreted on the basis of the following priorities, with the later date of the document in each category to take precedence:

- Specific Federal and State Laws
- Modifications or Amendments
- This Contract for Services
- Addenda to Invitation for Bids/Request for Proposal/Quotes and Instructions to Bidders
- Invitation for Bids/Request for Proposals/Quotes and Instructions to Bidders

The Contract constitutes the entire agreement between the Parties concerning the Services. There are no other agreements, oral or written, which modify or affect the Contract.

**SERVICES:** The Vendor agrees to perform certain Services as described in the Scope of Services. Consultant agrees to perform such services in a satisfactory and proper manner, consistent with generally accepted standards of professional skill and care.

**PARTIES:** Contractor and the Town may each be referred to as a “Party” or collectively as “the Parties.”

For the purposes of the Contract, the terms “Contractor,” “Vendor,” and “successful bidder” shall be interchangeable.

If the Town may or shall take any action under the Contract, such action may be undertaken by, under the supervision of, or at the direction of such departments, persons, officials, representatives, or contractors as may be specifically authorized by the Town from time to time in writing. Without limitation of the foregoing, however, it is understood and agreed that, unless the Town notifies Contractor otherwise, the Town Manager or his or her designee shall be authorized to act on behalf of the Town.

**SCOPE OF SERVICES:** The Scope of Services is described in the RFP.

**MODIFICATION:** A Modification is (1) a written amendment to the Contract signed by both Parties. No oral order, objection, claim or notice by any Party to the others shall affect or modify any of the terms or obligations contained in the Contract, and none of the provisions of the Contract shall be waived or modified by reason of any act whatsoever other than by a definitely agreed waiver or modification thereof in writing.

**INVITATION FOR BIDS/REQUEST FOR PROPOSALS/QUOTES:** The Request for Proposal is the document provided by the Town stating the Specifications, evaluation criteria and instructions for completing the Bid, and including other materials, as referenced, as well as addenda.

**TERM:** The term of the Contract is August 1, 2020 through July 31, 2023. The Town must receive all invoicing for Services rendered during this period by June 30 of each contract year.

**TIME OF PERFORMANCE:** Contractor will provide Services during the hours specified by the Town.

Contractor agrees that time is of the essence in the performance of Services.

**SERVICE SITES:** Contractor will perform work at a location determined by the Town, which may include ten school buildings and other properties owned by the Town or a property mutually agreeable to both parties.

**CHECK-IN AND CHECK-OUT AT SCHOOL SITES:** Contractor and its agents shall check in and present valid picture identification at the principal's office or other administrative office upon arrival at any Wellesley public school site, including Central Administration; and shall check out upon the completion of Services for the day.

The Town may require Contractor to complete a "Visit Record Log" upon arriving at a school site. If required, Contractor and its agents shall accurately record with whom Contractor is working, at what time and for what purpose, as well as track the duration of time that Services are performed in the Visit Record Log.

**SERVICE DOCUMENTATION AND TRACKING:** Contractor agrees to complete service documentation for each student serviced using a form or software acceptable to the Town. Service documentation is due monthly along with monthly invoicing. The Town will provide further instruction regarding service documentation if necessary.

**SHARING INFORMATION:** Contractor works as an independent contractor for the Town and not for the student receiving the services or their parent(s), guardian(s), or representative(s), nor other service provider(s). Contractor shall not share information including, but not limited to, clinical opinions, with others without first informing and receiving the Town's consent to do so. The Town may immediately terminate the Contract for violation of this clause.

**CONFIDENTIAL INFORMATION:** To facilitate Contractor's performance under the Contract, it may be necessary for the Town to disclose to Contractor certain proprietary or confidential student, technical or business information in electronic or other tangible or intangible forms. Accordingly, the Contract incorporates by reference the expectation that all confidential information remain confidential in perpetuity to the extent permitted by law and in accordance with the Data Security Agreement attached hereto as Exhibit F (the "Data Security Agreement").

**DATA SECURITY AGREEMENT:** Contractor agrees that it may create, receive from or on behalf of the Town, or have access to, information, records or record systems that are subject to, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g, 16 CFR 312 Children's Online Privacy Protection Rule, 201 CMR 17.00: Standards For The Protection of Personal Information of Residents of the Commonwealth, and 603 CMR 23.00 Student Records, and the Data Security Agreement (collectively the "Confidential Information").

Contractor represents, warrants, and agrees that it will: (1) hold the Confidential Information in strict confidence and will not use or disclose the Confidential Information except as permitted or required by (a) the Contract, (b) the Data Security Agreement; (c) all applicable laws and regulations, or as (d) otherwise authorized by the Town in writing; (2) implement appropriate physical and electronic measures to safeguard the Confidential Information so as to protect against the unauthorized release, transmittal, or use of Confidential Information it receives in accordance with FERPA, 201 CMR 17.00, Mass. Gen. Laws Ch. 93H, the Federal Trade Commission's Red Flags Rule, the Health Insurance Portability and Accountability Act and its implementing regulations, the Town of Wellesley's Identity Theft Protection Policy, and all other applicable laws and regulations as amended from, and commercially acceptable standards, but in no event, less rigorously than it protects its own confidential information, and not less than reasonable care and diligence; and (3) continually monitor its operations and take any action necessary to assure that the Confidential Information are safeguarded in accordance with the terms of the Contract and all applicable laws and regulations. At the request of the Town, Contractor agrees to provide the Town with a written summary of the procedures Contractor uses to safeguard the Confidential Information.

**DISCLOSURE OF CONFIDENTIAL INFORMATION:** Notwithstanding any provision of the Data Security Agreement, in the event Contractor reasonably believes it may become required to disclose Confidential Information by law either during or after the Term, Contractor shall promptly notify the Town in order to provide the Town an opportunity to seek a protective order or other relief. If the Town does not elect to seek or is unable to obtain a protective order or other relief, Contractor may, if required by law, disclose the required Confidential Information without liability hereunder; provided, however, that Contractor first gives the Town written notice of the specific Confidential Information to be disclosed as far in advance of its disclosure as is practicable, and shall use reasonable efforts to obtain assurances that the entity receiving Confidential Information uses at least the same degree of care in safeguarding the disclosed Confidential Information as Contractor is obligated to use pursuant to the Data Security Agreement and other terms of the Contract.

**INTELLECTUAL PROPERTY RIGHTS:** Any and all ideas, inventions (whether patentable or not), documents, data, programs and/or materials developed, produced and/or created by Contractor, Wellesley Public School students or employees in the course of providing Services and/or in connection with the Services shall be the sole and exclusive property of the Town. Contractor hereby agrees to and does assign to the Town, and the Town shall have the right to use, said ideas, inventions, documents, data, programs, and/or materials for any purpose without any additional compensation or notice to Contractor. Contractor further agrees to execute assignments and ancillary documents as may be required or appropriate so that any and all right, title, and interest, including without limitation priority rights, to such ideas, inventions, documents, data, programs and/or materials and to any and all patent rights and utility models therein will be held clearly and exclusively by the Town.

**COMPENSATION:** The Town agrees to pay Contractor \$ per hour\_\_\_ [per hour/total/etc.] for services. The total contract is not to exceed \$[AMOUNT] (The "Contract Maximum"). The Town will issue a purchase order for the Contract Maximum.

Contractor shall provide the Town with an itemized monthly invoice for Services rendered. The invoice shall bear the purchase order number and shall be submitted to Erika Weberg-Vena, Yearbook Coordinator, who must approve the invoice before transmitting it to Wellesley Accounts Payable for payment.

The Town's obligations under the Contract are subject to appropriation pursuant to all applicable laws.

**RESPONSIBILITIES OF CONTRACTOR:** Contractor is not authorized to provide services beyond the Scope of Services. If Contractor believes that additional services should be provided or the Contract should otherwise be modified, Contractor shall discuss such modification with the Town prior to providing additional services not included in the Scope of Services. Services beyond the Scope of Work should be provided only after a modification to the Contract or a new agreement has been executed. If the event Contractor provides services that exceed the Scope of Work and no such modification or new agreement has been executed, such services will be deemed a gift from the Contractor to the Town for which no payment will be made. Contractor may not bill a third party for Services without the Town's express written consent.

**PROOF OF LICENSURE/BOARD CERTIFICATION:** Contractor shall submit with this contract, proof of any current professional licenses or Board certifications held including, but not limited to, those issued by any State Agency of the Commonwealth of Massachusetts such as the Department of Secondary and Elementary Education, or any State or National professional licensure board.

**TRAVEL:** The Town will not pay for travel time, mileage, or other expenses related to travel under the Contract. Contractor shall bear the expense of travel to and from the service sites.

**DELAY AND FORCE MAJEURE:** In the event of a delay or threat of delay in the performance of Services, due to any cause, Contractor shall immediately notify the Town and shall include with such notice an explanation of the cause of such delay or threatened delay and Contractor's plan for mitigating the delay to the extent possible.

Contractor acknowledges that failure to timely perform Services will result in damage to the Town. In that event, the Town specifically reserves the right to claim against and recover from Contractor damages, whether direct or indirect, caused by or arising from such unexcused delays. In cases where, in the Town's determination, it would be difficult to document damages due to late delivery or performance, it is further agreed that Contractor will pay, as liquidated damages and not a penalty, a flat fee of \$50 (fifty dollars) per day, for each and every day the Services are not performed after the date required. The Town may seek liquidated damages at its sole discretion, and the availability of such damages does not preclude the Town from seeking actual, incidental, and consequential damages resulting from the delay. The Town further reserves the right to claim damages as they occur during the Contract as charges against the Contract. If Contractor refuses or fails to pay the charges within thirty (30) days of receipt of a written demand from the Town which sets forth the basis for the charge, the Town may withhold said damages from any payments then due, or to become due, to Contractor.

If Contractor for any reason cannot perform services within the time provided by the Contract, the Town, in addition to any other rights or remedies available to it by law or under these terms and conditions, may immediately terminate the Contract without further liability to Contractor.

Contractor shall be liable for any damages, including liquidated damages, resulting from delay or other failure to perform the Services except to the extent the delay is caused by a force majeure event, consisting of fire, flood, severe weather (e.g., hurricane conditions), explosion, riot, war, sabotage, epidemic, or labor strikes or other similar extraordinary causes, as long as such force majeure event is beyond the Party's reasonable control, and said Party uses every reasonable effort to mitigate such delay or failure.



**CRIMINAL AND SEXUAL OFFENSE BACKGROUND CHECKS:**

The Town shall conduct checks of the Criminal Offender Record Information (“CORI”) maintained by the Massachusetts Criminal History Facilities Board and the Sex Offender Record Information (“SORI”) maintained by the Massachusetts Sex Offender Registry Board and fingerprinting (“CHRI/SAFIS”) for Contractor, any agent of Contractor, or any other person who will perform Services. Contractor shall pay for the cost of such checks. The Town may refuse to allow Contractor or any agent of Contractor to perform Services if it determines, in its sole discretion, that such employee is not suitable.

Contractor and any agent of Contractor who will perform Services shall complete forms and present identification to the Town at Wellesley Public Schools, Central Office, located at 146 Maple Street, Wellesley, MA (access via 328 Lowell Street, Wellesley, MA) to initiate a CORI, SORI, and CHRI/SAFIS search. The Town will provide instructions concerning the commencement date of Services when the CORI, CHRI/SAFIS, or SORI review is completed.

Contractor agrees that the Town may, at any time, investigate Contractor and any agent of Contractor who will perform Services through CORI, SORI, and CHRI/SAFIS or other means.

**MEDICAID:** Contractor agrees that students of the Town will be seen by Medicaid qualified staff whenever possible. Upon request, Contractor shall confirm that a Medicaid-eligible student is being seen by such qualified staff. Contractor agrees to provide necessary documentation for direct service and administrative support to aid the Town in seeking Medicaid reimbursement.

**INDEMNIFICATION:** The Contractor agrees to indemnify, defend with counsel acceptable to the Town, and save harmless the Town and its agents, officers, boards, committees, employees, and servants, for any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs, and expenses of any kind, including attorneys’ fees, directly or indirectly arising out of, relating to or in connection with the performance of this contract by the Contractor, its officers, agents, employees, and/or servants. If any claim, demand, suit or proceeding is made against the Town, whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, the Contractor does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including costs, charges, attorneys’ or consultants’ fees, settlements, judgments or other expenses incurred by or obtained against the Town. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or other person. To the extent that the Contractor’s obligations hereunder require the performance of services or work to be done by the Contractor or its agents on the Town’s property or on property under the Town’s control, the Contractor agrees: (a) to accept full responsibility for performing all services or work in a safe manner so as not to jeopardize the safety of the Town’s personnel, property or members of the general public; and (b) to comply with and enforce all of the Town’s safety and fire protection bylaws and regulations and all applicable federal, state and municipal safety regulations, building codes, and bylaws.

This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Town.

**LIMITATION OF WELLESLEY’S LIABILITY:** In no event shall the Town be liable for anticipated profits or for incidental or consequential damages. The Town’s liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from the Contract or from the performance or breach thereof shall not exceed the price allocable to the Services or unit thereof which gives rise to the claim. The Town shall not in any event be liable for penalties of any description.

**INDEPENDENT CONTRACTOR:** Contractor will act as an independent contractor in the performance of Services and all duties under the Contract. Accordingly, Contractor acknowledges that neither Contractor nor Contractor’s employees, subcontractors, or agents will be eligible for any benefits provided by the Town to Wellesley employees. Contractor shall be solely responsible for payment of all taxes arising out of Contractor’s activities under the Contract, including without limitation, Federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees where applicable. Contractor shall not represent directly or indirectly that it is an agent or legal representative of the Town, nor shall Contractor incur any liabilities or obligations of any kind in the name of or on behalf of the Town except as otherwise specifically provided in the Contract. Contractor shall comply with all applicable Federal, state, and local and export/import laws, ordinances and regulations.

**INSURANCE:** For the term of the Contract, Contractor shall maintain at its own expense insurance policies issued by insurance companies eligible to issue policies in the Commonwealth of Massachusetts and acceptable to the Town that meet or exceed the requirements listed herein:

Workers compensation, state disability, and employers liability insurance to the extent required by the Commonwealth of Massachusetts; and

Comprehensive General Liability Insurance, covering all Services to be performed under the Contract, with minimum limits of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit.

Contractor shall provide the Town prior to commencement of the Work with insurance certificates for all coverages required in the Contract and naming the Town as an additional insured on all general liability coverages. Contractor shall waive all rights of recovery against the Town for any loss or damage covered under those policies referenced in this Section.

**NOTICES:** Any notice or other communication permitted required hereunder shall be in writing and shall be delivered personally in-hand, sent by “facsimile transmission,” by electronic mail, by certified, registered or express mail, postage prepaid, or by Federal Express or other nationally recognized courier service with confirmation of receipt. Any such notice shall be deemed given when so delivered personally, or sent by facsimile transmission, [by electronic mail] or, if mailed, three (3) days after the date of deposit in the United States mails, as follows:

if to the Town, to  
Assistant Superintendent for Finance and Administration  
Wellesley Public Schools  
40 Kingsbury Street  
Wellesley, MA 02481

if to Contractor to:

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the execution and performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin, or presence of any sensory, mental or physical handicap as provided by Mass. Gen. Laws Ch. 151B or on any other basis prohibited by law.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, national origin or presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**NON-DISCRIMINATION:** In performing Services, Contractor may not discriminate on the basis of race, religion, color, sex, age, sexual orientation, national origin, sexual orientation or presence of any sensory, mental or physical handicap as provided by Mass. Gen. Laws Ch. 151B or on any other basis prohibited by law.

**ASSIGNMENT:** The Town hereby specifically contracts for the personal Services provided by Contractor. Contractor may not assign, subcontract or delegate the performance of the Services or any other duty or obligation under the Contract without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.

**CONFLICTS OF INTEREST:** Contractor agrees to refrain from accepting any work from or conducting any work with any person, firm or company during the term of the Contract which would conflict with or impair an unbiased performance of Services, including, without limitation, any work which would constitute a violation of the Massachusetts Ethics Act, Mass. Gen. Laws Ch. 268A.

**TERMINATION AT WILL:** Except as otherwise provided herein, either Party may terminate this contract with at least thirty (30) days prior written notice.

**TERMINATION FOR DEFAULT:** If Contractor does not perform the Services in the manner called for in the Contract or otherwise fails to comply with any provision of the Contract, the Town may terminate the Contract for default.

Termination shall be effected by serving a notice of termination on any agent of the Contractor personally, or shall be deemed served three (3) days after mailing said notice to Contractor's address by registered mail. Such notice shall set forth the manner in which Contractor is in default. The termination will take effect ten (10) days (or such longer date as the Town may specify in its sole discretion) after the date of the Town's written notice to Contractor if the Town, in its sole discretion, determines that the failure of performance has not been completely cured or Contractor has not made reasonable progress to cure the failure.

In the event of a default termination, the Town shall be entitled to withhold any payments then due or to become due to Contractor, reasonable amounts for damages suffered by the Town as a result of Contractor's default and to exercise any other rights or remedies available to the Town at law or in equity. Contractor shall also be deemed to be in default upon the occurrence of any one or more of the following events: if Contractor is bankrupt or insolvent; if Contractor makes a general assignment for the benefit of creditors; if a trustee or receiver is appointed for Contractor, or for any of Contractor's property; if Contractor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law; if Contractor repeatedly fails to make prompt payments to vendors, suppliers, subcontractors or others for labor, materials, or equipment; or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.

**CONTRACT DRAFTING:** The Parties acknowledge that they jointly participated in the drafting of the Contract, jointly participated in the choice of language used in the Contract, and have each reviewed all of the terms of the Contract. This document has not been proffered by one Party to the exclusion of the other Party. If any ambiguous word or phrase is found in the Contract, the canon of construction requiring that any such word or phrase be construed against the drafter shall not be applied to determine the true meaning of that ambiguous word or phrase.

**WAIVER:** No action or failure to act by either Party shall constitute a waiver of a right or duty afforded to the other Party 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 either Party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the other Party. No waiver by one Party of any default or breach shall constitute a waiver of any subsequent default or breach by the other Party.

**SEVERABILITY:** The invalidity or unenforceability of any provision of the Contract shall not affect the other provisions hereof. Any provisions adjudged to be invalid or unenforceable shall be severed from the Contract and the remaining provisions shall continue in full force and effect to the extent permitted by law. The Parties shall negotiate promptly and in good faith to fashion contractual provisions to be observed in place of any provisions adjudged to be invalid or unenforceable to achieve as nearly as possible the results contemplated by the Contract.

**GOVERNING LAW, VENUE:** The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, regardless of its choice of law rules, and any action to enforce the Agreement shall be brought in Middlesex County, Massachusetts or the United States District Court for the District of Massachusetts. Contractor submits to the jurisdiction of any appropriate Federal or state court in the Commonwealth of Massachusetts for the adjudication of disputes arising out of the Contract.

Contractor agrees that if a lawsuit is instituted by the Town for any default on the part of Contractor, and Contractor is adjudged to be in default, Contractor shall pay to the Town all costs and expenses, expended or incurred by the Town in connection therewith, including reasonable attorneys' and consultants' fees.

**CONSENT TO SERVICE OF PROCESS:** Contractor consents to service of process in the Commonwealth of Massachusetts in respect of actions, suits or proceedings arising out of or in connection with the Contract or the transactions contemplated by the Contract.

**COUNTERPARTS:** The contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**NO THIRD PARTY BENEFICIARIES:** Nothing in the Contract will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

**SUCCESSOR AND ASSIGNS:** The Contract is binding upon the Town and Contractor, their successors, assigns, agents and legal representatives.

**COMPLIANCE WITH LAW:** Contractor shall provide all Services in accordance with and agrees to be bound by all applicable Federal, state, and local laws, orders, rules and regulations in performance of the Contract.

**AUTHORITY TO SPEAK:** Neither Party shall represent or purport to represent that it speaks for the other Party vis-à-vis the media, the public at-large, or any third party without the other Party's express written consent in advance.

**REPRESENTATIONS AND CERTIFICATIONS OF CONTRACTOR:** Contractor hereby represents and certifies under the penalties of perjury:

Non-Collusion: Contractor certifies under penalties of perjury that this Contract has been entered into 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.

Tax and Contributions Compliance: Pursuant to Mass. Gen. Laws Ch. 62C, Section 49A, Contractor certifies 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. Contractor's social security/tax identification number is

Conflict of Interest: Contractor certifies that no official or employee of the Town has a financial interest in the Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of Mass. Gen. Laws Ch. 268A. Contractor certifies its employees will adhere to Conflict of Interest law as it pertains to public employees and students in this financial arrangement.

Licenses and Permits: Contractor shall obtain all required licenses and permits pertaining to work under this Agreement. Contractor shall submit copies of such licenses and/or permits upon request.

Debarment or Suspension: Contractor certifies that it has not been debarred or suspended under Mass. Gen. Laws Ch. 29, Section 29F, nor will Contractor contract for supplies from a debarred or suspended subcontractor on any public contract.

We, the undersigned, agree to the above terms of this Contract for Services. Contractor has provided the following along with this Contract for Services:

- Scope of Services
- Data Security Agreement (attached as Form F)
- Completed criminal, fingerprinting, sexual offense background checks or certification on file with Human Resources (Exhibit G & H)
- Copies and/or proof of any current professional licenses or Board certifications required by the Contract.
- Certificate of Non-Collusion Form (Exhibit I)
- Tax and Contributions Compliance Certificate (Exhibit J)
- Certificate of Authority (Exhibit K)
- Disclosure of Lobbying Activities Form (Exhibit L)
- Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Form (Exhibit M)
- Corporate/Partnership Form (Exhibit N)

\_\_\_\_\_  
Cynthia D. Mahr  
Assistant Superintendent for Finance & Operations  
Wellesley Public Schools

\_\_\_\_\_  
Vendor

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

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

I, the undersigned, have verified funds are available for this contract and that the terms and conditions are consistent with school committee policy, municipal finance law, and public procurement laws. This contract document is only valid with the proper execution of the signature of the undersigned and a valid purchase order.

\_\_\_\_\_  
Cynthia D. Mahr  
Assistant Superintendent for Finance & Operations  
Chief Procurement Office for the School Committee  
Wellesley Public Schools