

REQUEST FOR PROPOSAL

Educational Survey for Equity & Inclusion Services

RFP #:	2021-05 Wellesley Townsman Newspaper https://wellesleyps.org/business-office/bids/ https://www.commbuys.com/bs0
Proposal Release Date:	May 27, 2021
Questions Due Date:	June 3, 2021
Amendments and Responses to Questions:	June 10, 2021
Submission Deadline:	June 17, 2021
Award Recommendation Date:	June 29, 2021
Proposals Opened at:	Wellesley Public Schools 40 Kingsbury Street Wellesley, MA 02481
Term:	July 1, 2021 – June 30, 2022 with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds

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LEGAL NOTICE

EDUCATIONAL SURVEY FOR EQUITY & INCLUSION SERVICES RFP #2021-05

The Town of Wellesley, Massachusetts, acting through Wellesley Public Schools, the Awarding Authority (the “Town”), invites sealed proposals for Educational Survey for Equity & Inclusion Services at the Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481 until 11 a.m. on June 17, 2021. The Educational Survey for Equity & Inclusion Services RFP will be released on May 27, 2021.

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>
Release of Proposal	May 27, 2021	9:00 a.m.	https://wellesleyps.org/business-office/bids/ Business Office 40 Kingsbury Street Wellesley, MA 02481 Email at schoolbids@wellesleyma.gov https://www.commbuys.com/bsa
Questions Due	June 3, 2021	4:00 p.m.	Email at Schoolbids@wellesleyma.gov
Amendments and Responses to Questions	June 10, 2021	4:00 p.m.	https://wellesleyps.org/business-office/bids/
Submittal Date	June 17, 2021	11:00 a.m.	Cynthia D. Mahr, Assistant Superintendent for Finance and Operations 40 Kingsbury Street Wellesley, MA 02491 cmahr@wellesleyma.gov
Vendor Presentation	June 18 to June 25, 2021		Zoom meeting
Award Recommendation Date	June 29, 2021		
Term	July 1, 2021-June 30, 2022; with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds.		

SECTION 1: GENERAL INFORMATION

1. OVERVIEW

This is a Request for Proposal (RFP) issued by the Town for educational surveys for equity and inclusion services. Wellesley Public Schools (WPS) seeks proposals for a vendor to design custom content to collect meaningful teacher, student and staff experience survey data and inclusion data to support the district's diversity, equity and inclusion priorities, which include: racial identity development, unconscious bias and anti-racism, equity literacy and racial literacy, culturally responsive practices, and diversifying staffing. Proposals should be delivered 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 Public Schools for three consecutive years. *Current enrollment and staff as of 5/14/2021; enrollment includes Grade 13.

School	Current Enrollment*	Current Staff*
PAWS	88	58
Bates Elementary	280	55
Fiske Elementary	269	66
Hardy Elementary	237	58
Hunnewell Elementary	225	67
Schofield Elementary	330	70
Sprague Elementary	311	74
Upham Elementary	166	80
Wellesley Middle School	1074	255
Wellesley High School	1464	311
TOTAL	4444	1094

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 May 27, 2021 at 9:00 a.m. by the following means:

- a) COMMBUYS: <https://www.commbuys.com/bsc>,
- b) By email to 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 in writing and addressed to Tricia Simeone via email at schoolbids@wellesleyma.gov. No requests will be accepted beyond June 3, 2021 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.

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. BIDDER PRESENTATION

Between June 18, 2021 and June 25, 2021 via Wellesley Public Schools' operated Zoom meeting, vendors who submitted proposals will be asked to conduct a 30-minute virtual presentation which must include a demonstration of the following aspects of the survey interface and platform to share with the Review Committee: how to select pre-populated questions to create a survey; how to populate user-generated questions; how to review results by district, and school level; how to export survey data files; how to

disaggregate survey data by user-determined subgroups; how to present survey data in charts or graphs; how to utilize a Multi-Tiered Systems of Support dashboard to track equity and inclusion measures.

The Review Committee will consist of the members of the Wellesley Public Schools' district leadership teams, from the Offices of Diversity, Equity and Inclusion, Teaching and Learning, Student Services, and the Business Office. 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 18, 2021 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 #2021-05 – EDUCATIONAL SURVEY FOR EQUITY & INCLUSION SERVICES RFP”

Non-Price Proposals:

“Non-Price Proposal for RFP #2021-05 - EDUCATIONAL SURVEY FOR EQUITY & INCLUSION 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: Education Survey for Equity & Inclusion Services
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 (Exhibit A);
- b) Plan of Services (Exhibit B);
- c) Non-Price Proposal (Exhibit C);
- d) Price Proposal (Exhibit D);
- e) References (Exhibit E);

- f) Certificate of Non-Collusion (Exhibit I)
- g) Tax Compliance Certification (Exhibit J);
- h) Certificate of Authority (Exhibit K);
- i) Disclosure of Lobbying Activities Form (Exhibit L);
- j) Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion (Exhibit M);
- k) Corporate/Partnership Form (Exhibit N); and a
- l) 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 June 17, 2021. 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 Educational Survey for Equity & Inclusion Services RFP documents. The Town will select the most responsive and responsible bidder with the best quality of educational surveys for equity and inclusion data 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, 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 later.

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 **July 1, 2021 through June 30, 2022 with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds.**

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 usable.

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@wellesley.ma.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 Wellesley Public Schools seeks a vendor to partner with WPS to:

- a) Provide Educational Survey for Equity and Inclusion Data Services for Wellesley Public Schools and Wellesley community.
- b) Design custom survey content to collect meaningful teacher, student and staff survey data to support the district's diversity, equity and inclusion priorities and overall strategic plan.
- c) Design a Multi-Tiered Systems of Support dashboard to track districtwide equity and inclusion measures in the areas of academics, behavior, and social emotional learning.

Below are the parameters of support that WPS will need to achieve its goals:

A. Project Management & Technical Support

Potential vendors should possess the ability to support WPS regularly with capacity to:

- Provide main point of contact to execute a successful project administration for the duration of the project.
- Develop clear project timelines to support effective implementation.
- Manage setup and administration of the project.
- Customize configurations as needed by WPS.
- Coordinate rollout of survey reports to be delivered to WPS.
- Provide project management and technical support.

B. District and School-level Reporting with Subgroup Analysis

Potential vendors should possess the ability to provide access to an intuitive, all-inclusive interface that allows/provides:

- Survey administration, analysis, and reporting;
- Research-backed measures for teacher, student and staff surveys that are customizable for the WPS context;
- Unlimited survey administration through the year to view feedback results at the district and school level, with the ability to disaggregate the data across custom demographics, including gender, grade level, ELL status, race, and more.
- Capacity for a full Multi-tiered Systems of Support Dashboard to track equity and inclusion measures in the areas of academics, behavior, and social-emotional learning; at the individual, classroom, school, and district levels.
- Capacity for the interface to support the selection and tracking of student interventions.
- Capacity for the interface to receive and integrate data from the district student information system, PowerSchool.

- Capacity to customize the interface to fully include additional data from existing standardized and district-created screening tools.

C. Tiered Survey Content

Content should be available for surveys pertaining to experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc., tiered at the following three levels:

- Tier 1: Educator and staff
- Tier 2: Student
- Tier 3: Family

D. Training & Professional Development

Vendor should possess the ability to support WPS regularly with capacity to provide:

- Prepare and provide digital access to all survey and supporting materials
- Ongoing access to recorded tutorials and community workshops
- Options to select virtual or in-person workshops at WPS’s discretion
- A menu for professional learning community, with access for all users
- A project support team to work with WPS administrators
- Unlimited virtual trainings for leadership and staff

3. COMPARATIVE EVALUATION CRITERIA

A. Proposer’s Designated School Representative’s Background

Proposer has performed survey work with more than 5 school districts in similar size and scope of Wellesley Public Schools, and nationally.	Highly Advantageous
Proposer has performed survey work with 4-5 school districts in similar size and scope of Wellesley Public Schools.	Advantageous
Proposer has performed survey work for 1-3 school districts only.	Not Advantageous
Proposer has not worked with school districts before.	Unacceptable

B. Demonstrated Survey Success

Proposer has received 5 or more testimonials, recognition and/or success stories from national and local school districts and/or Departments of Education regarding effective survey design and implementation within the last 5 years.	Highly Advantageous
Proposer has received 3 to 4 testimonials, recognition and/or success stories from national and local school districts and/or Departments of Education regarding effective survey design and implementation within the last 5 years.	Advantageous
Proposer has received 1 to 2 testimonials, recognition and/or success stories from national and local school districts and/or Departments of Education regarding effective survey design and implementation within the last 5 years.	Not Advantageous
Proposer has not received any testimonials, recognition and/or success stories from national and local school districts and/or Departments of Education regarding effective survey design and implementation within the last 5 years; or has not worked with school districts before.	Unacceptable

C. Ease of Survey Interface and Survey Content Pertaining to District and School-level Reporting with Subgroup Analysis

<p>Proposers who can provide 7 out of the seven items below:</p> <ol style="list-style-type: none"> 1. Survey administration, analysis, and reporting; 2. Research-backed measures for teacher, student and staff surveys that are customizable for the WPS context 3. Unlimited survey administration through the year to view feedback results at the district and school level, with the ability to disaggregate the data across custom demographics, including gender, grade level, ELL status, race, and more. 4. Capacity for a full Multi-tiered Systems of Support Dashboard to track equity and inclusion measures in the areas of academics, behavior, and social-emotional learning; at the individual, classroom, school, and district levels. 5. Capacity for the interface to support the selection and tracking of student interventions. 6. Capacity for the interface to receive and integrate data from the district student information system, PowerSchool. 7. Capacity to customize the interface to fully include additional data from existing standardized and district-created screening tools. 	<p>Highly Advantageous</p>
<p>Proposers who can provide 6 out of the seven items below:</p> <ol style="list-style-type: none"> 1. Survey administration, analysis, and reporting; 2. Research-backed measures for teacher, student and staff surveys that are customizable for the WPS context 3. Unlimited survey administration through the year to view feedback results at the district and school level, with the ability to disaggregate the data across custom demographics, including gender, grade level, ELL status, race, and more. 4. Capacity for a full Multi-tiered Systems of Support Dashboard to track equity and inclusion measures in the areas of academics, behavior, and social-emotional learning; at the individual, classroom, school, and district levels. 5. Capacity for the interface to support the selection and tracking of student interventions. 6. Capacity for the interface to receive and integrate data from the district student information system, PowerSchool. 7. Capacity to customize the interface to fully include additional data from existing standardized and district-created screening tools. 	<p>Advantageous</p>
<p>Proposers who can provide 5 out of the seven items below:</p> <ol style="list-style-type: none"> 1. Survey administration, analysis, and reporting; 2. Research-backed measures for teacher, student and staff surveys that are customizable for the WPS context 3. Unlimited survey administration through the year to view feedback results at the district and school level, with the ability to disaggregate the data across custom demographics, including gender, grade level, ELL status, race, and more. 	<p>Not Advantageous</p>

<ol style="list-style-type: none"> 4. Capacity for a full Multi-tiered Systems of Support Dashboard to track equity and inclusion measures in the areas of academics, behavior, and social-emotional learning; at the individual, classroom, school, and district levels. 5. Capacity for the interface to support the selection and tracking of student interventions. 6. Capacity for the interface to receive and integrate data from the district student information system, PowerSchool. 7. Capacity to customize the interface to fully include additional data from existing standardized and district-created screening tools. 	
<p>Proposers who can provide 4 out of the seven items below:</p> <ol style="list-style-type: none"> 1. Survey administration, analysis, and reporting; 2. Research-backed measures for teacher, student and staff surveys that are customizable for the WPS context 3. Unlimited survey administration through the year to view feedback results at the district and school level, with the ability to disaggregate the data across custom demographics, including gender, grade level, ELL status, race, and more. 4. Capacity for a full Multi-tiered Systems of Support Dashboard to track equity and inclusion measures in the areas of academics, behavior, and social-emotional learning; at the individual, classroom, school, and district levels. 5. Capacity for the interface to support the selection and tracking of student interventions. 6. Capacity for the interface to receive and integrate data from the district student information system, PowerSchool. 7. Capacity to customize the interface to fully include additional data from existing standardized and district-created screening tools. 	Unacceptable

D. Project Management & Technical Support

<p>Proposers who can provide 6 out of the six items below:</p> <ol style="list-style-type: none"> 1. Provide main point of contact to execute a successful project administration for the duration of the project. 2. Develop clear project timelines to support effective implementation 3. Manage setup and administration of the project. 4. Customize configurations as needed by WPS. 5. Coordinate rollout of survey reports to be delivered to WPS. 6. Provide project management and technical support. 	Highly Advantageous
<p>Proposers who can provide 5 out of the six items below:</p> <ol style="list-style-type: none"> 1. Provide main point of contact to execute a successful project administration for the duration of the project. 2. Develop clear project timelines to support effective implementation. 3. Manage setup and administration of the project. 4. Customize configurations as needed by WPS. 	Advantageous

<ol style="list-style-type: none"> 5. Coordinate rollout of survey reports to be delivered to WPS. 6. Provide project management and technical support. 	
<p>Proposers who can provide 4 out of the six items below:</p> <ol style="list-style-type: none"> 1. Provide main point of contact to execute a successful project administration for the duration of the project. 2. Develop clear project timelines to support effective implementation. 3. Manage setup and administration of the project. 4. Customize configurations as needed by WPS. 5. Coordinate rollout of survey reports to be delivered to WPS. 6. Provide project management and technical support. 	<p>Not Advantageous</p>
<p>Proposers who can provide 3 out of the six items below:</p> <ol style="list-style-type: none"> 1. Provide main point of contact to execute a successful project administration for the duration of the project. 2. Develop clear project timelines to support effective implementation. 3. Manage setup and administration of the project. 4. Customize configurations as needed by WPS. 5. Coordinate rollout of survey reports to be delivered to WPS. 6. Provide project management and technical support. 	<p>Unacceptable</p>

E. Survey Content for Different Stakeholder Groups

<p>Proposers who can provide 3 out of the three items below:</p> <ol style="list-style-type: none"> 1. Tier 1: Educator and staff experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 2. Tier 2: Student experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 3. Tier 3: Family experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 	<p>Highly Advantageous</p>
<p>Proposers who can provide 2 out of the three items below:</p> <ol style="list-style-type: none"> 1. Tier 1: Educator and staff experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 2. Tier 2: Student experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 3. Tier 3: Family experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 	<p>Advantageous</p>
<p>Proposers who can provide 1 out of the three items below:</p>	<p>Not Advantageous</p>

<ol style="list-style-type: none"> 1. Tier 1: Educator and staff experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 2. Tier 2: Student experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 3. Tier 3: Family experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 	
<p>Proposers who can provide 0 out of the three items below:</p> <ol style="list-style-type: none"> 1. Tier 1: Educator and staff experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 2. Tier 2: Student experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 3. Tier 3: Family experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc. 	Unacceptable

F. Design Features

<p>Proposers who can provide 6 out of the six items below:</p> <ol style="list-style-type: none"> 1. Multiple users can use the platform, interface at the same time. 2. Users can have different profiles with different levels of access. 3. Users can create customizable survey reports based on user attributes. 4. Users can select pre-populated questions to create a survey or populate survey with user-generated questions. 5. Users can review results by district, school and level. 6. Users can export survey data files. 	Highly Advantageous
<p>Proposers who can provide 5 out of the six items below:</p> <ol style="list-style-type: none"> 1. Multiple users can use the platform, interface at the same time. 2. Users can have different profiles with different levels of access. 3. Users can create customizable survey reports based on user attributes. 4. Users can select pre-populated questions to create a survey or populate survey with user-generated questions. 5. Users can review results by district, school and level. 6. Users can export survey data files. 	Advantageous
<p>Proposers who can provide 4 out of the six items below:</p> <ol style="list-style-type: none"> 1. Multiple users can use the platform, interface at the same time. 2. Users can have different profiles with different levels of access. 3. Users can create customizable survey reports based on user attributes. 4. Users can select pre-populated questions to create a survey or populate survey with user-generated questions. 5. Users can review results by district, school and level. 6. Users can export survey data files. 	Not Advantageous

<p>Proposers who can provide 3 out of the six items below:</p> <ol style="list-style-type: none"> 1. Multiple users can use the platform, interface at the same time. 2. Users can have different profiles with different levels of access. 3. Users can create customizable survey reports based on user attributes. 4. Users can select pre-populated questions to create a survey or populate survey with user-generated questions. 5. Users can review results by district, school and level. 6. Users can export survey data files. 	Unacceptable
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G. Training & Professional Development

<p>Proposers who can provide 6 out of the six items below:</p> <ol style="list-style-type: none"> 1. Prepare and provide digital access to all survey and supporting materials. 2. Ongoing access to recorded tutorials and community workshops. 3. Options to select virtual or in-person workshops at WPS's discretion. 4. A menu for professional learning community, with access for all users. 5. A project support team to work with WPS administrators. 6. Unlimited virtual trainings for leadership and staff. 	Highly Advantageous
<p>Proposers who can provide 5 out of the six items below:</p> <ol style="list-style-type: none"> 1. Prepare and provide digital access to all survey and supporting materials. 2. Ongoing access to recorded tutorials and community workshops. 3. Options to select virtual or in-person workshops at WPS's discretion. 4. A menu for professional learning community, with access for all users. 5. A project support team to work with WPS administrators. 6. Unlimited virtual trainings for leadership and staff. 	Advantageous
<p>Proposers who can provide 4 out of the six items below:</p> <ol style="list-style-type: none"> 1. Prepare and provide digital access to all survey and supporting materials. 2. Ongoing access to recorded tutorials and community workshops. 3. Options to select virtual or in-person workshops at WPS's discretion. 4. A menu for professional learning community, with access for all users. 5. A project support team to work with WPS administrators. 6. Unlimited virtual trainings for leadership and staff. 	Not Advantageous
<p>Proposers who can provide 3 out of the six items below:</p> <ol style="list-style-type: none"> 1. Prepare and provide digital access to all survey and supporting materials. 2. Ongoing access to recorded tutorials and community workshops. 3. Options to select virtual or in-person workshops at WPS's discretion. 4. A menu for professional learning community, with access for all users. 5. A project support team to work with WPS administrators. 6. Unlimited virtual trainings for leadership and staff. 	Unacceptable

H. Vendor Presentations

<p>Proposers who can show 7 out of the seven items below:</p> <ol style="list-style-type: none"> 1. How to select pre-populated questions to create a survey. 2. How to populate user-generated questions. 3. How to review results by district, school and level. 4. How to export survey data files. 5. How to disaggregate survey data by user-determined subgroups. 6. How to present survey data in charts or graphs. 7. How to utilize a Multi-Tiered Systems of Support dashboard to track equity and inclusion measures. 	<p>Highly Advantageous</p>
<p>Proposers who can show 6 out of the seven items below:</p> <ol style="list-style-type: none"> 1. How to select pre-populated questions to create a survey 2. How to populate user-generated questions 3. How to review results by district, school and level 4. How to export survey data files 5. How to disaggregate survey data by user-determined subgroups 6. How to present survey data in charts or graphs 7. How to utilize a Multi-Tiered Systems of Support dashboard to track equity and inclusion measures 	<p>Advantageous</p>
<p>Proposers who can show 5 out of the seven items below:</p> <ol style="list-style-type: none"> 1. How to select pre-populated questions to create a survey 2. How to populate user-generated questions 3. How to review results by district, school and level 4. How to export survey data files 5. How to disaggregate survey data by user-determined subgroups 6. How to present survey data in charts or graphs 7. How to utilize a Multi-Tiered Systems of Support dashboard to track equity and inclusion measures 	<p>Not Advantageous</p>
<p>Proposers who can show 4 out of the seven items below:</p> <ol style="list-style-type: none"> 1. How to select pre-populated questions to create a survey 2. How to populate user-generated questions 3. How to review results by district, school and level 4. How to export survey data files 5. How to disaggregate survey data by user-determined subgroups 6. How to present survey data in charts or graphs 7. How to utilize a Multi-Tiered Systems of Support dashboard to track equity and inclusion measures 	<p>Unacceptable</p>

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

EDUCATIONAL SURVEY FOR EQUITY & INCLUSION 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. Experience

1. How many years has the proposer performed survey work with multiple school districts in similar size and scope of Wellesley Public Schools, or nationally?

2. Please list school districts you have worked with in the last 3 years that are similar in size and scope of Wellesley Public Schools?

3. Please provide, with specific dates, any recognitions, recommendations, or testimonials received from school districts you have worked with in the last 3 years.

B. Does your online interface ALLOW the following items below?

District and School-level Reporting with Subgroup Analysis	Yes	No	Comments
1. Survey administration, analysis, and reporting.			
2. Research-backed measures for teacher, student and staff surveys that are customizable for the WPS context.			
3. Unlimited survey administration through the year to view feedback results at the district and school level.			
4. Ability to disaggregate survey data across custom demographics, including gender, grade level, ELL status, race, and more.			
5. Capacity for a full Multi-tiered Systems of Support Dashboard to track equity and inclusion measures.			

Ability to Offer Tiered Survey Content	Yes	No	Comments
1. Tier 1: Survey content to assess the educator and staff experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc.			
2. Tier 2: Survey content to assess the student experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc.			
3. Tier 3: Survey content to assess the family experience with equity and inclusion, including, but not limited to self-perceptions of SEL, well-being, belongingness, bullying, etc.			

Design Features	Yes	No	Comments
1. Can multiple account users access the platform/interface at the same time?			
2. Can users have different profiles with different levels of access?			
3. Can users create customizable survey reports based on user attributes?			

4. Can users select pre-populated questions to create a survey or populate survey with user-generated questions?			
5. Can users review results by district, school and level?			
6. Can users export survey data files?			

C. Project Management & Technical Support

1. How will the proposer provide a main point of contact to execute successful project administration for the duration of the project?

2. How will the proposer develop clear project timelines to support effective implementation?

3. How will the proposer manage setup and administration of the project?

4. How will the proposer coordinate rollout of survey reports to be delivered to WPS?

5. How will the proposer provide project management and technical support?

D. Training and Professional Development

Ability to support WPS regularly with capacity to:	Yes	No	Comments
1. Prepare and provide digital access to all survey and supporting materials.			
2. Ongoing access to recorded tutorials and community workshops.			
3. Options to select virtual or in-person workshops at WPS's discretion.			
4. A menu for professional learning community, with access for all users.			
5. A project support team to work with WPS administrators.			
6. Unlimited virtual trainings for leadership and staff.			

E. Technology

1. Describe anything we might be able to save from one year to the next of survey administration.

2. Describe the data migration process - transferring district data into the interface/platform.

EXHIBIT D: PRICE PROPOSAL

Price Quotation Sheet for Educational Survey for Equity & Inclusion Services. Please provide a 3-year cost estimate.

Program Requirements

ITEM	COST: 2021-2022 SCHOOL YEAR	COST: 2022-2023 SCHOOL YEAR	COST: 2023-2024 SCHOOL YEAR
Estimated cost for a minimum of one pre and one post educator and staff equity and inclusion surveys			
Estimated cost for a minimum of one pre and one post student equity and inclusion surveys			
Estimated cost for a minimum of one pre and one post family equity and inclusion surveys			
Estimated cost for a minimum of one pre and one post all-stakeholder surveys			
Cost for access to the MTSS Dashboard			

 Authorized Vendor Signature

 Date

 Company Name

EXHIBIT E: REFERENCES

Proposers must provide references for 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. (Please copy page if additional reference spots are needed.)

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 educational survey for equity and inclusion 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 Schools 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

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

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

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.

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.



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: 617-660-4608 | 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 L: DISCLOSURE OF LOBBYING ACTIVITIES FORM

DISCLOSURE OF LOBBYING ACTIVITIES		Approved by OMB 0348-0048
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)		
1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)	
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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: 250px;" type="text"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 200px;" type="text"/>	
SIGNATURE <input style="width: 250px;" type="text"/>	DATE <input style="width: 150px;" type="text"/>

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

AGREEMENT FOR

The following provisions shall constitute an Agreement between the Town of Wellesley, acting by and through its School Committee, hereinafter referred to as "Town," and _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 201___. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Educational Survey for Equity & Inclusion Services, including the scope of services set forth in Attachment A (Request for Proposal: Educational Survey for Equity & Inclusion Services).

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 201__ through _____ with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above based on the pricing sheet submitted with the bid and set forth in Attachment B. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) day's written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

<u>General Liability</u>	<u>Minimum Insurance Limits</u>
Bodily Injury & Property Damage	\$1,000,000
Aggregate	\$3,000,000
<u>Automobile Liability</u>	<u>Minimum Insurance Limits</u>
Automobile	\$1,000,000
<u>Umbrella Liability</u>	<u>Minimum Insurance Limits</u>
Umbrella	\$2,000,000
Aggregate	\$2,000,000
<u>Workers' Compensation Insurance</u>	
Coverage for all employees in accordance with Massachusetts General Laws	
<u>Professional Liability</u>	<u>Minimum Insurance Limits</u>
Errors & Omissions	\$2,000,000
Aggregate	\$2,000,000

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or

oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF WELLESLEY

By

by its School Committee

Printed Name and Title

Approved as to Availability of Funds, based on the Pricing Sheet set forth in Attachment B:

Town Accountant