

# **REQUEST FOR PROPOSAL**

## **Counseling Services**

RFP #: 2022-07  
Wellesley Townsman Newspaper  
Goods and Services Bulletin  
<https://wellesleyps.org/business-office/bids/>  
<https://www.commbuys.com/bsa>

Proposal Release Date: March 17, 2022

Questions Due Date: March 22, 2022

Amendments and Responses to Questions: March 24, 2022

Submission Deadline: April 4, 2022

Proposals Received at: Wellesley Public Schools  
Business Office c/o Tricia Simeone  
40 Kingsbury Street  
Wellesley, MA 02481

Term: August 1, 2022 – July 31, 2023, with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds

**WELLESLEY PUBLIC SCHOOLS**  
**Request for Proposals for Counseling Services / RFP #2022-07**  
**March 17, 2022**

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**SECTION 1: GENERAL INFORMATION**

**1. OVERVIEW**

This is a Request for Proposal (RFP) issued by the Town of Wellesley for counseling services. Wellesley Public Schools (WPS) seeks proposals for a mental health service agency to provide consultation to staff, community education, and employee assistance. Proposals should be delivered to Wellesley Public Schools, Business Office c/o Tricia Simeone, 40 Kingsbury Street, Wellesley, MA 02481.

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 Thursday, March 17, 2022 at 9:00 a.m. by the following means:

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

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

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

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

**3. ADDENDA AND INTERPRETATION**

Prior to the opening of proposals, no interpretation of the meaning of the project documents will be made to any proposer orally. Any apparent inconsistencies or any matter seeming to require explanation or interpretation in this RFP, must be inquired in writing and addressed to Tricia Simeone via email at [schoolbids@wellesleyma.gov](mailto:schoolbids@wellesleyma.gov). No questions will be accepted beyond Tuesday, March 22, 2022 at 12:00 p.m.

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Written addenda will be emailed on no later than March 24, 2022 at 1:00 p.m. 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.

**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 price and non-price proposals in separately sealed envelopes clearly marked with the following information on the front of the envelopes:

**Price Proposals:**

"Price Proposal for RFP #2022-07 – COUNSELING SERVICES"

**Non-Price Proposals:**

"Non-Price Proposal for RFP #2022-07 – COUNSELING SERVICES"

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 words and figures. 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: Counseling Services  
TO: Wellesley Public Schools  
Business Office, c/o Tricia Simeone  
40 Kingsbury Street  
Wellesley, MA 02481

Proposers must submit one original and two (2) copies of the proposal.

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).

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**2. FAX/ELECTRONIC PROPOSAL SUBMITTAL**

Proposals sent by fax or electronic means are not acceptable and will be rejected upon receipt. Proposing agencies 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**

Sealed proposals will be accepted at Wellesley Public Schools, 40 Kingsbury Street, Wellesley, MA 02481 until 1:00 p.m. as read on the clock in the Business Office on Monday, April 4, 2022. If, at the time of the scheduled submission date, the School Administration Building is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal submission deadline will be postponed until 1:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.

Proposals received prior to the time of the opening will be kept unopened in a secure location. No responsibility will be attached for the premature opening of a proposal that is not properly addressed.

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 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.

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**5. REQUIRED PROPOSAL DOCUMENTS**

All proposals are **required** to contain the following forms fully completed and signed on the forms provided (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 Insurance (Exhibit F);
- g) Certificate of Tax Compliance (Exhibit G);
- h) Certificate of Non-Collusion (Exhibit H);
- i) Certificate of Authority (Exhibit I);
- j) W-9 Form.

**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 Counseling Services RFP documents. The Town will select the most responsive and responsible bidder with the best quality of counseling 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 a 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. Proposer must be registered to do business in Massachusetts.
5. Proposer must hold all applicable State and Federal permits, licenses and approvals.

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 unqualified proposals will not be accepted.

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**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 (Exhibit E) 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. 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. A Certification of Tax Compliance (Exhibit G) is to be included with the sealed proposal. Failure to submit a Certificate of Tax Compliance will result in the proposal being disqualified.

**SECTION 4: AWARD AND CONTRACT**

**1. AWARD AND CONTRACT**

The Wellesley Public Schools will determine the most advantageous proposal from a responsible and responsive agency, taking into consideration price and all evaluation criteria set forth in the RFP. The Town reserves the right to reject any proposal or portion of a proposal, to waive any informality in a proposal and to award the contract to the responsive and responsible agency who offers the best value as shall be deemed in the best interest of the Town.

The Town reserves the right to request an agency to maintain agency records for six (6) years and to provide assistance with any future audit requirements. A Town Contract and/or a Purchase Order will be furnished to the successful agency. Exhibit J is a sample Contract.

**2. RESERVED RIGHTS**

As it deems best to serve 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.

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**3. 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 (Exhibit J) 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.

**4. TERM**

The term of this agreement will be from August 1, 2022 through July 31, 2023 with the possibility of two (2) additional one-year extensions (August 1, 2023 – July 31, 2024 and August 1, 2024 – July 31, 2025) contingent upon the availability of appropriated funds.

**5. RIGHT TO KNOW LEGISLATION, 20 USC 1232g; 34 CFR Part 99**

The Town and the Agency agrees to comply with all relevant state and federal laws including but not limited to the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR Part 99).

**6. INVOICING**

The successful proposer must submit a complete itemized monthly invoice and statement to Wellesley Public Schools, ATTN: Business Office c/o Accounts Payable, 40 Kingsbury Street, Wellesley, MA 02481 or sent via email to SchoolAP@wellesleyma.gov.

**SECTION 5: PRODUCT AND PERFORMANCE TERMS**

**1. QUALITY AND 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**

Wellesley Public Schools is seeking a mental health service agency to provide consultation to staff, community education, and employee assistance. The support should be focused on the following areas:

**Consultation**

- Communication
- Team building
- Conflict resolution
- Organization development



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**Community Education**

Mental health  
Child development  
Family and work

**Employee Assistance**

Counseling and referral  
Stress management  
Health education

Detailed support to include:

- a) Provide assessment and referral services relative to mental health needs of students.
- b) Consult with and assist administrators, teachers and counselors in dealing with challenging students and/or situations.
- c) Deliver consulting services requiring the exercise of professional judgment and discretion in the handling of diverse and wide-ranging problems, including crisis situations.

**ANTICIPATED WORK SCHEDULE:**

Up to 200 hours per year.

**3. COMPARATIVE EVALUATION CRITERIA**

- A. Relevant experience of mental health agency staff:

***Highly Advantageous:*** The agency has at least ten (10) years of experience providing mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

***Advantageous:*** The agency has at least five (5) years of experience providing mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

***Not Advantageous:*** The agency has less than five (5) years of experience providing mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

- B. The agency has a range of qualified professionals to provide support to the students and families.

***Highly Advantageous:*** The agency employs eight (8) or more doctorate level clinical staff members.

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**Advantageous:** The agency employs five (5) or more doctorate level clinical staff members.

**Not Advantageous:** The agency employs less than five (5) doctorate level clinical staff members.

- C. The agency demonstrates the ability to provide the following services: Consultation: communication, team building, conflict resolution, organization development; Community Education: mental health, child development, family and work; and Employee Assistance: counseling and referral, stress management, and health education.

**Highly Advantageous:** The agency submits examples, case histories, and/or other concrete demonstrations of past experience in providing all services.

**Advantageous:** The agency submits examples, case histories, and/or other concrete demonstrations of past experience in providing five (5) or more services.

**Not Advantageous:** The agency submits examples, case histories, and/or other concrete demonstrations of past experience in providing less than five (5) services.

#### **4. INSURANCE**

The selected agency must provide a certificate of insurance with coverages in the amounts specified in Exhibit F. The agency must name the Town of Wellesley as an additional insured for the purposes of this contract, and annual updates of the insurance certificate must be provided.

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**EXHIBIT A: COVER SHEET**

**Town of Wellesley/WELLESLEY PUBLIC SCHOOLS**

Instructions to Proposers

**COUNSELING 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 (Exhibit J) 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

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**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 – Experience).

A. Experience

1. How many years has the proposer provided mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

Services	Years of Experience
Assessment	
Intervention	
Counseling to Adolescents	
Counseling to Families	
Counseling to School Districts	

2. How many doctorate level clinical staff members does the agency employ?

\_\_\_\_\_

B. Services Offered

1. Please indicate which supports your agency offers. Proposers must submit examples, case histories, and/or other concrete demonstrations of past experience in providing each type of service.

Type of Support	Support Offered (Yes or No)	Examples Provided (Yes or No)
1) Consultation		
a) Communication		
b) Team building		
c) Conflict resolution		
d) Organization development		
2) Community Education		
a) Mental health		
b) Child development		
c) Family and work		

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3) Employee Assistance		
a) Counseling and referral		
b) Stress management		
c) Health education		

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**EXHIBIT D: PRICE PROPOSAL**

Price Quotation Sheet for Counseling Services.

Contract Year 1:

August 1, 2022 – July 31, 2023

Counseling Services (hourly rate): \$ \_\_\_\_\_

Additional Year 2:

August 1, 2023 – July 31, 2024

Counseling Services (hourly rate): \$ \_\_\_\_\_

Additional Year 3:

August 1, 2024 – July 31, 2025

Counseling Services (hourly rate): \$ \_\_\_\_\_

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**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: INSURANCE REQUIREMENTS**

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.

<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	\$5,000,000
Aggregate	\$5,000,000

Workers' Compensation Insurance  
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

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**EXHIBIT G: CERTIFICATE OF TAX COMPLIANCE**

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.

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**EXHIBIT H: 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

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**EXHIBIT I: CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ at which all the Directors were present or waived notice, it was voted  
(Date)

that \_\_\_\_\_  
(Name) (Officer)

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.

CORPORATE SEAL:

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**EXHIBIT J: SAMPLE CONTRACT**

TOWN OF WELLESLEY, MASSACHUSETTS  
COUNSELING SERVICES AGREEMENT

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 \_\_\_\_\_, 202\_\_\_. 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 \_\_\_\_\_, including the scope of services set forth in Attachment A.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing \_\_\_\_\_ through \_\_\_\_\_.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$\_\_\_\_\_. The Contractor shall submit monthly invoices to the Town for services rendered.

**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:

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

Violation of any of the provisions of this Agreement by the Contractor.

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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, including but not limited to the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR Part 99). 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.

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**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	\$5,000,000
Aggregate	\$5,000,000

Workers' Compensation Insurance  
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

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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 choice of menu option(s) set forth in Attachment E (Price Sheet):

\_\_\_\_\_

Town Accountant