

REQUEST FOR PROPOSAL

Wellesley Public Schools Security Audit

RFP #:	2025-01 Wellesley Townsman Newspaper Goods and Services Bulletin https://wellesleyps.org/business-office/bids/ https://www.commbuys.com/bsa
Proposal Release Date:	February 19, 2025
Questions Due Date:	February 26, 2025
Amendments and Responses to Questions:	March 4, 2025
Submission Deadline:	March 11, 2025
Presentations:	March 18, 2025
Anticipated Award Date:	April 3, 2025
Proposals Opened At:	Wellesley Public Schools 40 Kingsbury Street Wellesley, MA 02481
Term:	April 3, 2025 (or upon award) to March 31, 2026

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LEGAL NOTICE

Wellesley Public Schools Security Audit RFP 2025-01

The Town of Wellesley, Massachusetts, acting through Wellesley Public Schools, the Awarding Authority (the “Town”), invites sealed proposals for a Security Audit at the Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481 until 10:00 a.m. on March 11, 2025. The WPS Security Audit RFP will be released on February 19, 2025 at 11:00 a.m.

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

KEY DATES

<u>Item</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Notice	February 19, 2025		https://wellesleyps.org/business-office/bids/ https://www.commbuys.com/bsob
	February 17, 2025		Goods and Services Bulletin
	February 20, 2025		Wellesley Townsman Newspaper
Release of Proposal	February 19, 2025	10:00 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/bsob
Questions Due	February 26, 2025	4:00 p.m.	Email at Schoolbids@wellesleyma.gov
Amendments and Responses to Questions	March 4, 2025	4:00 p.m.	https://wellesleyps.org/business-office/bids/
Submittal Date	March 11, 2025	10:00 a.m.	Cynthia D. Mahr, Assistant Superintendent for Finance and Operations 40 Kingsbury Street Wellesley, MA 02481 cmahr@wellesleyma.gov
Interview	March 18, 2025	TBD	Wellesley Public Schools 40 Kingsbury Street, Wellesley, MA 02481
Anticipated Award Date	April 3, 2025		
Term	April 3, 2025 (or upon award) to March 31, 2026		

SECTION 1: GENERAL INFORMATION

1. OVERVIEW

The Wellesley Public Schools (WPS) is seeking proposals from qualified consultants or firms to conduct a comprehensive school safety, security risk and vulnerability assessment for the WPS and make detailed physical and procedural recommendations based upon the findings. All WPS schools and its administrative offices must be assessed.

This assessment must include, but not be limited to, review of existing physical and technical safety and security features and protocols and recommend standards to be used in all existing WPS facilities and new construction. Further, this assessment must include any recommended improvements to standardized procedures and protocols, which address safety and security risk to be used by the Wellesley Public Schools. This final assessment must be completed and submitted to the Superintendent of the Wellesley Public Schools, by a date to be determined with the successful bidder, to be completed within a three-month period.

The successful proposal will provide these services as outlined in the Scope of Services below. The scope of services establishes the minimum requirements to be provided.

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 February 19, 2025 at 10:00 a.m. by the following means:

- a) COMMBUYS: <https://www.commbuys.com/bsc>,
- b) By email to schoolbids@wellesleyma.gov,
- c) By phone to Cynthia Mahr at 781-446-6210 x5611, 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. – 4:00 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 Cynthia Mahr via email at schoolbids@wellesleyma.gov. No requests will be accepted beyond February 26, 2025 at 4:00 p.m.

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

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

All addenda will be posted by March 4, 2025 by 4:00 p.m. Proposers should contact Cynthia Mahr via email (schoolbids@wellesleyma.gov) or phone (781-446-6210 x5610) if they believe an addendum has not been received. The Town will not be responsible for, and no proposer may rely upon or use as the basis of a claim against the Town, any information, explanation, or interpretation of the proposal documents rendered in any fashion except as herein provided.

4. VENDOR PRESENTATIONS / INTERVIEWS

On March 18, 2025, vendors who submitted proposals will be assigned time to come into Wellesley Public Schools Central Administration Office for an in-person interview. Vendors will be given 10 minutes for an introductory statement and then will be asked approximately ten (10) questions over a 1-hour period. All vendors will be asked the same questions. Vendor must show two other local examples of security audits they have conducted in a similar size and scope to this RFP (Districts with 3,000-6,000 students and at least 10 school facilities).

The Review Committee will consist of representatives of the Wellesley Public Schools; Town Facility Management Department; and Wellesley Police/Fire Department. 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 March 14, 2025 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 #2025-01 – WELLESLEY PUBLIC SCHOOLS SECURITY AUDIT RFP”

Non-Price Proposals:

“Non-Price Proposal for RFP #2025-01 – WELLESLEY PUBLIC SCHOOLS SECURITY AUDIT 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 figures and in written form. 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: Wellesley Public Schools Security Audit RFP
TO: Wellesley Public Schools
Cynthia D. Mahr, Assistant Superintendent for Finance and Operations
40 Kingsbury Street
Wellesley, MA 02481

Proposers must submit one original and five (5) copies of the proposal. The Town also requests that all Price and Non-Price Proposals be copied onto a CD or thumb drive.

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

2. FAX/ELECTRONIC PROPOSAL SUBMITTAL

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

3. RECEIPT OF PROPOSALS

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

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

proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the proposal opening.

4. COMPLIANCE WITH REQUEST FOR PROPOSAL

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

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

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

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

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

5. REQUIRED PROPOSAL DOCUMENTS

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

- a) Cover Sheet (Form A);
- b) Plan of Services (Form B);
- c) Non-Price Proposal (Form C);
- d) Price Proposal (Form D);
- e) References (Form E);
- f) Fingerprinting Requirements (Form F);
- g) CORI Form (Form G);
- h) Certificate of Non-Collusion (Form H);
- i) Tax Compliance Certification (Form I);
- j) Certificate of Authority (Form J);
- k) Disclosure of Lobbying Activities Form (Form K);
- l) Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion (Form L);
- m) Corporate/Partnership Form (Form M);
- n) Contract for Services (Form N); and a
- o) 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 10:00 AM as read on the clock in the Business Office on March 11, 2025. 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 Wellesley Public Schools Security Audit RFP documents. The Town will select the most responsive and responsible bidder with the ability to conduct a thorough security audit of the schools. 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 preK – 12 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 – preK-12 school districts. Any omission will be considered grounds to invalidate the proposer’s proposal.

Use the form marked “REFERENCES” in this proposal (Form 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. 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 N) will be awarded to the most responsive and responsible proposer submitting the most advantageous proposal, taking into consideration all quality requirements and comparative evaluation criteria set forth in this RFP, including the proposer’s experience, staff capacity, references, vendor presentation and plan of services as well as the proposal price.

2. TIMEFRAME FOR AWARD

Award of the Contract will be made within forty-five (45) 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 sixty (60) days following the bid opening or until a Contract is executed, whichever occurs first.

3. RESERVED RIGHTS

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

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

4. CONTRACT

The successful proposer will be notified in writing, by mail or otherwise, that its proposal has been accepted and that it has been awarded the Contract. The successful proposer shall execute the Contract (Form N) 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 April 3, 2025 (or upon award) to March 31, 2026.

6. COMPETITIVENESS AND INTEGRITY

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

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

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

Method of Acquisition

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

8. INVOICING AND PAYMENTS

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

Wellesley Public Schools is tax-exempt. Sales taxes and finance charges will not be paid. Payments will be made for all goods/services delivered or provided 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

Project Initiation

- Kick-off meeting
- Review the scope of work
- Discuss project timeline including location site visits and implementation of recommendations
- Create a schedule of follow up meetings

PHASE I

Assess all aspects of each location for emergency management, fire safety, law enforcement, life safety, risk management and safety and security programs. Meet with each school's principal/director, WPS leadership team, staff from the Educational Technology Department, representatives from the Wellesley Facilities Management Department, Wellesley Department of Public Works, School Resource Officers, and Wellesley Police and Fire Department officials to conduct assessment interviews. Site visits may need to occur at specific times, e.g., arrival and dismissal and/or after sunset for proper assessment.

The selected vendor will be responsible for assessing all the existing WPS sites:

Hunnewell Stadium / Field Complex
438 Washington Street
Wellesley, MA 02481

Sprague Fields
School Street
Wellesley, MA 02482

PAWS (Preschool)
63 Hastings Street
Wellesley, MA 02481

Katharine Lee Bates Elementary School (K-5)
116 Elmwood Road
Wellesley, MA 02481

Joseph E. Fiske Elementary School (K-5)
45 Hastings Street
Wellesley, MA 02481

John D. Hardy Elementary School (K-5)
293 Weston Road
Wellesley, MA 02482

Hunnewell Elementary School (K-5)
28 Cameron Street
Wellesley, MA 02482

Schofield Elementary School (K-5)
27 Cedar Street
Wellesley, MA 02481

Sprague Elementary School (K-5)
401 School Street
Wellesley, MA 02481

Wellesley Middle School (6-8)
50 Kingsbury Street
Wellesley, MA 02481

Wellesley High School (9-12)
50 Rice Street
Wellesley, MA 02481

Wellesley Public Schools Launch Program (18-22)
Wellesley Community Center
219 Washington Street
Wellesley, MA 02481

Wellesley Public Schools Central Office
50 Kingsbury Street
Wellesley, MA 02481

ON-SITE PHYSICAL SECURITY REVIEW

- Access Control and Management (proprietary Genetec)
- Building alarms (fire, intrusion, lockdown, duress)
- Motion detection
- Security cameras
- Roll-Up Security Gates
- Electronic Safety and Security Applications, Infrastructure and Standards
- Infrastructure Protection
- Interior Safety and Security and Monitoring
- Public Address System
- Perimeter Protection including lighting
- Physical Safety and Security Applications and Standards
- Visitor Management
- Arrival and dismissal procedures (school-based locations only)
- After-School security issues (including rentals and the after-school program)

COMMUNICATIONS

Internal

- Site-Based Emergency Response Activity
- Emergency Notifications and alerts-districtwide and site-based
- Interface with Central Office Administration on School Safety Matters
- Public Safety Response Capabilities
- Deployment and Utilization of Safety and Security Personnel

- Interface with District Contracted Monitoring and Safety and Security Providers

External

- Wellesley Police Department
- Wellesley Fire Department
- Wellesley Facilities Management Department
- Wellesley Natural Resources Commission
- Wellesley Department of Public Works
- WPS Parents/Community
- Media

POLICIES AND PROCEDURES

- Emergency drills and operations
- CORI review and WPS security policies
- Emergency communications applications and standards
- School arrival and dismissal
- Identification badges
- Evacuation plans and safe school plans to include, but not limited to, bomb threat assessment and active shooter plans
- Disaster recovery
- School-based sporting events and extracurricular activities
- WHS graduation operational plan
- School-based training
- Student safety procedures
- Internal and external threat assessment procedures

PHASE II

A confidential, internal, final report that details findings and provides prioritized solutions for addressing security issues. Solutions must be identified, categorized, and ranked on a risk prioritization basis. The recommendation must include a sequence of actions to mitigate observed safety and security risks and vulnerabilities as well as a project budget for each solution, and aggregate as a district-wide cost. A timeframe for the implementation of solutions is required. Five (5) hard copies and one (1) electronic copy required.

A report that has a summary and omits all confidential and sensitive information. Five (5) hard copies and one (1) editable, electronic copy of this version is also required. Successful bidder shall review a draft report for input with the owner prior to final documentation.

DELIVERABLES

- Executive summary which includes:
 - Overview of recommendations
 - Site plans
 - Digital images and graphics
- Detailed plan by location that provides a prioritized safety recommendations for repair or replacement the following:
 - Exterior doors and hardware
 - Interior doors and hardware
 - Locking mechanisms

- o Door numbering and labeling
 - o Security cameras
 - o Exterior lighting
 - o Building intercoms
 - o PA systems
 - o Alarm systems
 - o Motion detection
 - o Tactical glass/ film
 - o Evacuation signage
 - o Panic buttons
 - o Single point of entry at each location
 - o Building access control
- Detailed recommendations for improvement to the district-wide safety and communication plans for the following:
 - o District-wide and individual school site safety plans
 - o Communication plans with external partners, media, parent community, and community at large via email or social media
 - o Establish standard plan for the deployment and maintenance of school radio needs for internal and external communications (e.g. playing fields with a school-radio distributed antenna System - DAS), and external Police radio systems
 - o Mass notification system (email or auto dialer)
 - All copies of confidential final reports should be provided both in hard copy as well as editable digital copies.

The maximum obligation of this RFP is \$50,000.

3. COMPARATIVE EVALUATION CRITERIA

A. Expertise in Educational Security

Proposer has conducted security audits for K-12 schools for over 10 years, with proven knowledge of federal and state regulations such as (e.g., Family Educational Rights and Privacy Act "FERPA", Children's Internet Protection Act "CIPA") and Massachusetts regulations (e.g., Massachusetts General Law "MGL") and has demonstrated expertise in addressing unique challenges like student safety and emergency response protocols.	Highly Advantageous
Proposer has conducted security audits for K-12 schools for at least 5 years but less than 10 years, with some knowledge of applicable regulations and demonstrated experience addressing school-specific security challenges.	Advantageous
Proposer has conducted security audits K-12 schools for fewer than 5 years and has limited knowledge of regulations and school-specific security challenges.	Not Advantageous
Proposer has no prior experience conducting security audits for schools or similar environments.	Unacceptable

B. Technical Experience

Proposer demonstrates comprehensive expertise in physical security systems (access control, surveillance cameras, alarms), safety technologies (visitor management systems, emergency notifications), as well as safety protocols and emergency communications	Highly Advantageous
Proposer demonstrates expertise in most but not all aspects of physical security systems, safety technologies, and safety protocols and communications.	Advantageous
Proposer demonstrates expertise in only one of the areas: physical security systems, safety technologies, protocols, and communications.	Not Advantageous
Proposer does not demonstrate expertise in any of these areas.	Unacceptable

C. Comprehensive Audit Methodology

Proposer presents a clear and thorough methodology for conducting security audits, including risk assessments, vulnerability identification, and testing emergency response plans with the latest best-practice tools and strategies.	Highly Advantageous
Proposer presents a methodology that covers most elements of the security audit process but lacks clarity or depth in certain areas.	Advantageous
Proposer presents a methodology that addresses only basic elements of the security audit process, with little attention to risk assessment or response testing.	Not Advantageous
Proposer does not present a clear methodology for conducting security audits.	Unacceptable

D. Reporting and Recommendations

Proposer provides clear, actionable recommendations prioritized by risk level, along with detailed reports tailored to non-technical stakeholders. Deliverables include but are not limited to: <ol style="list-style-type: none"> 1. Executive summary 2. Risk assessment 3. Visual aids 4. Prioritized implementation plan 5. Comprehensive appendices with relevant reports. 	Highly Advantageous
Proposer provides recommendations and reports, but prioritization or accessibility for non-technical audiences is limited. Deliverables may include a general summary and partial assessment details.	Advantageous
Proposer provides recommendations or reports that lack clarity or prioritization, with minimal supporting documentation.	Not Advantageous
Proposer does not provide actionable recommendations or clear reports.	Unacceptable

E. Recommendations for Training and Consultation

Proposer offers recommendation for training and consultation for staff and administrators, with a clear plan for implementing recommendations.	Highly Advantageous
--	---------------------

Proposer offers some recommendations training and consultation services but lacks depth in these recommendations.	Advantageous
Proposer offers minimal recommendations for training or consultation services.	Not Advantageous
Proposer offers no recommendations for training or consultation services.	Unacceptable

F. Proposer’s Representative’s Responses to Questions During Presentation

Representatives demonstrated the highest level of clarity in communication, high quality inter-personal skills, and expertise in issues related to school security.	YES	NO
Representatives demonstrated a moderate level of clarity in communication, decent inter-personal skills, and some expertise in issues related to school security.	YES	NO
Representatives provided answers that were generally unclear, was not particularly helpful or friendly, and showed minimal expertise.	YES	NO
Representatives provide responses of no value and was either combative or non-response to other queries.	YES	NO

4. INSURANCE

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

EXHIBIT A: COVER SHEET

Town of Wellesley/WELLESLEY PUBLIC SCHOOLS

Instructions to Proposers

WELLESLEY PUBLIC SCHOOLS SECURITY AUDIT 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 I – Summary).

I. Summary

Each non-price proposal should include the following:

- References the RFP title and submission due date.
- Provides the name, address, telephone number, and email address of the firm.
- Names the individual authorized to negotiate on behalf of the firm.
- Confirms the validity of the proposal for 90 days and the availability of staff to commence work immediately.

II. Firm Qualifications and Expertise in Educational Security

Provide a detailed description of your firm, including:

1. Years of experience conducting security audits for K-12 schools, with an emphasis on knowledge of federal (e.g., Family Educational Rights and Privacy Act "FERPA", Children's Internet Protection Act "CIPA") and Massachusetts regulations (e.g., Massachusetts General Law "MGL")
2. Demonstrated expertise in addressing school-specific challenges such as student privacy, emergency response protocols, and diverse educational settings.
3. Description of how your firm's expertise aligns with the district's needs.

III. Technical Competence and Capabilities

Provide a summary of your firm's expertise in:

1. Physical security systems, including access control, surveillance cameras, and alarm systems.
2. Safety technologies, such as visitor management systems and emergency notification platforms.
3. Include case studies or examples that demonstrate your comprehensive expertise in these areas.

IV. Comprehensive Security Audit Methodology

Describe your approach to conducting security audits, including:

1. Risk assessments and vulnerability identification.
2. Testing and evaluating emergency response plans.
3. Use of tools and strategies aligned with best practices.
4. Project timeline with milestones and deliverables.

V. Reporting and Recommendations

Provide examples or descriptions of how your firm delivers actionable recommendations, including:

1. Prioritization by risk level.
2. Reports tailored for non-technical stakeholders. Include two sample reports as evidence of your ability to provide clear and practical findings.

VI. Experience Working with Similar School Districts

Describe your firm's experience working with an educational pK-12 environment.

EXHIBIT D: PRICE PROPOSAL

Price Quotation Sheet for Wellesley Public Schools Security Audit. Please provide a cost for each phase of the project outlined in the Scope of Services.

The total cost may not exceed \$50,000 for all three phases of the project.

Program Requirements

ITEM	Phase 1	Phase 2
WPS Security Audit	\$	\$

Total Price Proposal (in dollars) \$ _____

Total Price Proposal (written out) _____

Authorized Vendor Signature

Date

Company Name

EXHIBIT E: 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.

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: 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 Alvin Ruan, Human Resources Secretary at 781-446-6210 ext. 5622.

EXHIBIT G: CORI FORM

WELLESLEY PUBLIC SCHOOLS (WPS)
 WELLESLEY, MA 02481

WPS School Location: _____ **WELPS CH385 G**

CORI REQUEST FORM

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

 Signature

REQUESTED INFORMATION (Please Print)

LAST NAME	FIRST NAME	MIDDLE NAME
/ /	XXX - -	
DATE OF BIRTH (MM/DD/YYYY)	LAST SIX DIGITS OF SSN	
PHONE NUMBER	EMAIL ADDRESS	
STREET ADDRESS	APT # or SUITE	
CITY	STATE	ZIP

FORMER LAST NAME 1	FORMER LAST NAME 2	FORMER LAST NAME 3	FORMER LAST NAME 4

FATHER'S NAME			
	LAST NAME	FIRST NAME	
MOTHER'S NAME			
	LAST NAME	FIRST NAME	MAIDEN NAME

RACE _____ PLACE OF BIRTH _____
(REQUESTED BUT NOT REQUIRED)

SEX: _____ HEIGHT: _____ ft. _____ in. WEIGHT: _____ EYE COLOR: _____

PLEASE ATTACH A COPY OF YOUR DRIVER'S LICENSE

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

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

Revised 3/30/2017



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services 200
Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-860-4640 | TTY: 617-860-4606 | FAX: 617-860-5973
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 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

EXHIBIT I: 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 J: 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 K: DISCLOSURE OF LOBBYING ACTIVITIES FORM

DISCLOSURE OF LOBBYING ACTIVITIES		Approved by OMB 0348-0046
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 L: 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: 150px;" type="text"/>	
* Last Name: <input style="width: 200px;" type="text"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 200px;" type="text"/>	
SIGNATURE	DATE
<input style="width: 250px;" type="text" value="Completed on submission to Grants.gov"/>	<input style="width: 150px;" type="text" value="Completed on submission to Grants.gov"/>

Optional - You may attach 1 file to this page.

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

EXHIBIT M: 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 N: CONTRACT FOR SERVICES

This agreement (“Contract for Services”) is made this _____th day of _____ 2025 by and between _____; (“Contractor”), and the Town of Wellesley, acting through Wellesley Public Schools (“Town”), for the provision of Wellesley Public Schools Security Audit.

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

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

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

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

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

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

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

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

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

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

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

TERM: The term of the Contract is _____, 2025 through March 31, 2026. The Town must receive all invoicing for Services rendered during this period by June 30 of each contract year.

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

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

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

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

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

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

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

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

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

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

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

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

COMPENSATION: The Town agrees to pay Contractor \$_____ for the completion of all three (3) phases (The "Contract Maximum"). The Town will issue a purchase order for the Contract Maximum.

Contractor shall provide the Town with an itemized monthly invoice for Services rendered. The invoice shall bear the purchase order number and shall be submitted to the WPS Business Office, Accounting Coordinator for Accounts Payable, who will submit the invoice for payment after approval by the School Superintendent.

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

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

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

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

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

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

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

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

CRIMINAL AND SEXUAL OFFENSE BACKGROUND CHECKS:

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

Contractor and any agent of Contractor who will perform Services shall complete forms and present identification to the Town at Wellesley Public Schools, Central Office, located at 40 Kingsbury Street, Wellesley, MA (access via D’Auria Drive, Wellesley, MA) to initiate a CORI, SORI, and CHRI/SAFIS search. The Town will provide instructions concerning the commencement date of Services when the CORI, CHRI/SAFIS, or SORI review is completed.

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

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

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

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

INDEPENDENT CONTRACTOR: Contractor will act as an independent contractor in the performance of Services and all duties under the Contract. Accordingly, Contractor acknowledges that neither Contractor nor Contractor’s employees, subcontractors, or agents will be eligible for any benefits provided by the Town to Wellesley employees. Contractor shall be solely responsible for payment of all taxes arising out

of Contractor's activities under the Contract, including without limitation, Federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees where applicable. Contractor shall not represent directly or indirectly that it is an agent or legal representative of the Town, nor shall Contractor incur any liabilities or obligations of any kind in the name of or on behalf of the Town except as otherwise specifically provided in the Contract. Contractor shall comply with all applicable Federal, state, and local and export/import laws, ordinances and regulations.

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

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

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

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

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

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

if to Contractor to:
TBD

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

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, national origin, or presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

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

that any such word or phrase be construed against the drafter shall not be applied to determine the true meaning of that ambiguous word or phrase.

WAIVER: No action or failure to act by either Party shall constitute a waiver of a right or duty afforded to the other Party under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either Party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the other Party. No waiver by one Party of any default or breach shall constitute a waiver of any subsequent default or breach by the other Party.

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

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

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

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

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

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

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

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

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

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

Non-Collusion: Contractor certifies under penalties of perjury that this Contract has been entered into in good faith and without collusion or fraud with any other person. As used in this certification, the word - "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Tax and Contributions Compliance: Pursuant to Mass. Gen. Laws Ch. 62C, Section 49A, Contractor certifies that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. Contractor's social security/tax identification number is

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

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

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

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

- Scope of Services
- Exhibit D: Price Proposal
- Exhibit F: Finger Printing Requirements
- Exhibit G: CORI Form
- Copies and/or proof of any current professional licenses or Board certifications required by the Contract.
- Exhibit H: Certificate of Non-Collusion
- Exhibit I: Tax Compliance Certificate
- Exhibit J: Certificate of Authority
- Exhibit K: Disclosure of Lobbying Activities Form
- Exhibit L: Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Form
- Exhibit M: Corporate/Partnership Form

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

Vendor

Date: _____

Date: _____

Linda Chow, School Committee Chair

Date: _____

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

Tiana Moreau
Interim Finance Director/Town Accountant