

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

Proposal Release Date: July 30, 2020

Questions Due Date: August 10, 2020

Amendments and  
Responses to Questions: August 14, 2020

Submission Deadline: August 21, 2020

Virtual Presentations: August 25, 2020

Award Date: September 1, 2020

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

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

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

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

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

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

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

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

The Town may cancel this RFP or reject in whole or in part any and all proposals, if the Town determines

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

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

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

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



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.

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

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

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



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

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

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

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

The Town may make such investigations as it deems necessary to determine the ability of the proposer to supply the necessary equipment, and the proposer shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer, or the Town's own experience with such proposer, fails to satisfy the Town that such proposer is properly qualified to carry out the obligation of the contract by supplying the equipment and services



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

or  
until the purpose of the contract is fully realized. While the contract is in effect, the Procurement Officer acting on behalf of the \_\_\_\_\_ may continue to place orders for the awarded items at the original proposal price.

The term of this agreement will be from \_\_\_\_\_

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.

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.

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 within 30 days of receipt and acceptance of delivery.

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

- a) Must .96 Tf1-50.000iq.96 T- 0 612Qqand tolin effecowillq8(tat)(t )-3(is) TJeW\* nBT/F2 15.0 g0 G[(The G[(SECTI)4

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

a)

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

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

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Proposer's Representative has never worked with and printed yearbooks for any school districts.	Unacceptable
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Proposer's Representative has taught at least 5 or more courses in yearbook related topics including yearbook camps in the last 5 years.	Highly Advantageous
Proposer's Representative has taught at greater than 3 but less than 5 extensive courses in yearbook related topics including yearbook camps in the last 5 years.	Advantageous
Proposer's Representative has taught less than 3 courses in yearbook related topics including yearbook camps.	Not Advantageous
Proposer's Representative has never taught courses in yearbook related topics or run yearbook camps.	Unacceptable







4.

4. Allows customization of internal and external margins on the fly and previews how many pages the setting changes will need 5. Allows flowing and reflowing portraits around existing content (like mods and sidebars) on pages 6. Allows flowing of pictures with rounded corners.	
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Rep demonstrated knowledge of Student Press Law.	YES	NO
Rep demonstrated ability to problem-solve.	YES	NO
Rep demonstrated proficiency in CSPA rules.	YES	NO

Town of Wellesley/WELLESLEY PUBLIC SCHOOLS

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18. Does your program spell check on the fly by automatically underlining misspelled words?			
19. Does your program check names on the fly by automatically underlining names that don't match our database?			
20. Can text be extended beyond the gutter & bleed off the page in your program?			
21. Can we turn text into an outline to fill with a photo?			
22. Can we build Character Styles?			
23. Do you have a function that auto-builds captions for us with names in order of appearance?			
24. Does your caption functionality automatically include built-in row designations that follow our preset character styles?			

25. When we upload photos, can they be assigned to multiple folders?			
26. Is there a tool the lets us locate and store an image in the Library while staying on the spread?			
27. Is there a tool that lets us swap which pictures are in which frames without re-dragging and dropping the images?			
28. Does your program offer a warning if a duplicate image is being uploaded?			
29. What type of files does your system allow for upload?			

30. Can we build custom portrait sections with placeholder frames based upon the projected number of students in each group?			
31. Does your portrait flow calculate and preview the pages needed for a section based upon the number of portraits needed and desired size?			
32. Does your portrait flow generate a live preview as you change the portrait settings?			
33. Can we easily flow and reflow portraits around existing content (additional coverage) on pages?			
34. What happens to additional content if we reflow pages?			

35. Do you have coverage reporting built into your program?			
36. Can we filter reports based upon grade/name?			
37. Can we run reports of staff activity that include the number of pages edited and images uploaded?			
38. Can we run a report of staff activity that shows the cumulative amount of time spend working on the book?			

39. Do you provide any software to help us manage assignments? Do you offer staff and deadline management systems? Please describe.			

E. Page Production

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

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

F. Deadlines

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

What would our deadlines be?	
When would WHS submit their cover to you?	
When would WHS submit their end sheets?	
Does your company engrave cover nameplates yes/no? If yes, what	



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

Representative Services

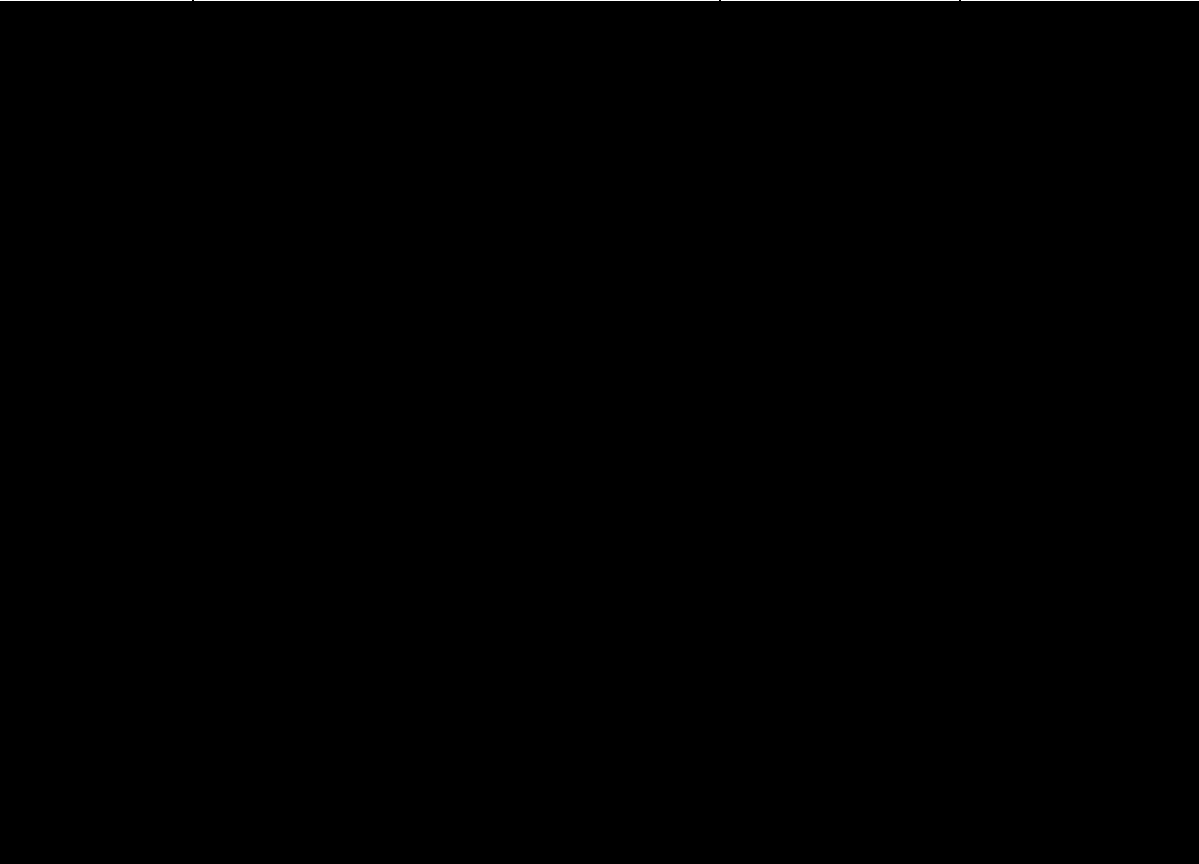
8. Include a personal statement from the representative answering these three questions:
  - a. What is your greatest strength as a yearbook representative?
  - b. How do you plan to improve the yearbook as a yearbook representative?
  - c. How do you plan to improve the yearbook as a yearbook representative?

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

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

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

Estimated cost of one yearbook with the criteria listed in the above grid			



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Custom dust jacket			
Metallic ink spot colors			
Engraved cover nameplate			

Cost of Correcting Copy			
Cost of Changing/Substituting/Deleting Photo			
Charge for a Cover reproof			

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

\_\_\_\_\_  
 Date

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

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

Contractor and Wellesley Public Schools have contracted for the Contractor to provide High School Yearbook Printing Services ("the Services"), which are institutional services and functions, to Wellesley Public Schools. In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and o1ETQS



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

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

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

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

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

In the





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

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

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

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

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

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

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

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

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

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

The designated representative for the Contractor for this Agreement is:

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

and

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

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

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

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

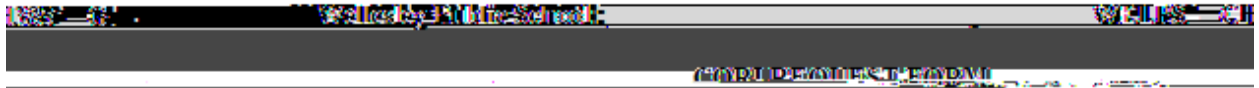
The Contractor shall be liable for any and all damages, costs and attorneys' fees which the Town of Wellesley and Wellesley Public Schools may incur as a result of any claims, suits and judgments against the Town of Wellesley and Wellesley Public Schools which arise out of the acts or omissions of the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

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

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WELLESLEY PUBLIC SCHOOLS  
WELLESLEY, MA 02481



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

**REQUESTED INFORMATION (Please Print)**

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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: \_\_\_\_\_ MOTHER'S NAME: \_\_\_\_\_

FATHER'S LAST NAME: \_\_\_\_\_ MOTHER'S LAST NAME: \_\_\_\_\_

AGE OF BIRTH: \_\_\_\_\_ RACE: \_\_\_\_\_

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

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

BOYS' LIFE: \_\_\_\_\_ GIRLS' LIFE: \_\_\_\_\_



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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At a duly authorized meeting of the Board of Directors of \_\_\_\_\_ (name of



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High School Yearbook Publishing Services / RFP# 2021-01  
July 30

\_\_\_\_\_ : 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.

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

\_\_\_\_\_ : Contractor will provide Services during the hours specified by the Town.

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

\_\_\_\_\_ : 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.

\_\_\_\_\_ : 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.

\_\_\_\_\_ : 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.

\_\_\_\_\_ : 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.

\_\_\_\_\_ : 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

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.

\_\_\_\_\_ : 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.

\_\_\_\_\_ : 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.

\_\_\_\_\_ : The Town agrees to pay \_\_\_\_\_ . The Town will issue a purchase order for the Contract Maximum.

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

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

\_\_\_\_\_ : 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





\_\_\_\_\_: 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.

\_\_\_\_\_: 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.

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

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

if to Contractor to:

\_\_\_\_\_: 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 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

\_\_\_\_\_: Neither Party shall represent or purport to represent that it speaks for the other  
Party vis-

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

- Scope of Services

- Data Security Agreement (attached as Form F)

- Completed criminal, fingerprinting, sexual offense background checks or certification on file with Human Resources (Exhibit G & H)