



CITY OF WORCESTER, MASSACHUSETTS



Administration & Finance
Purchasing Division
455 Main Street – Room 201
Worcester, MA 01608
(508) 799-1220
www.worcesterma.gov

September 17, 2020

To All Bidders:

Subject: **Bid No. CR-7466-W1, Print & Mailing Services (Report Cards) / WPS**

ADDENDUM NO. 2

To Whom It May Concern:

With reference to our bid request relative to the above subject, please refer to the changes/modifications/clarifications to the original bid request.

- **PLEASE SEE BELOW QUESTIONS RECEIVED AND CLARIFICATIONS FROM CITY**

1. Will the city except digital response by email? Due to the on-going Covid Pandemic, not all of our employees are working in a central office location. If a digital submission by email will not be acceptable, will you accept digital signature on the sealed paper response? Sealed bids cannot be accepted via email. You can use a digital signature to sign your sealed response
2. RFP; pg. 2, #9:
"Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: gagliastroc@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date."
Can the city provide further clarification? Does the city require us to provide our solution terms before the submission of the response, or can we provide them with our bid submission? No, this is meant for you to ask questions if you have some concerns with our stated specifications.
3. What type of audit trail or reporting requirements with regards to student data privacy are required? Typically our customers in public schools are looking for a certain level of data privacy certification from their vendors when they are dealing with transmitting student data.
See attached WPS data share agreement.



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4. As part of our proof of concept and testing, we prefer to have sample documents from your system in the exact format you will be sending them to us if we were to win the bid. Can we send you a secure FTP link to transfer a few sample documents so we can fully design the solution?

Yes, this is acceptable.

5. Pg. 13, Scope of Work #5 - Additional Materials

We cannot print out onto colored paper – only white. We can, however, print colored text/images to provide variation. Is this acceptable?

No, they are color-coded for identification by parents and students.

6. Pg. 14, Scope of Work “Important Notes” Section

“With each mailing, send a copy of the following to WPS:

Cass Report
NCOA certificate + results
Qualification Report
Postage Statement”

Our solution can provide the first two prior to mailing, but the USPS Qualification Report and USPS Postage Statement cannot be provided for each mailing, as our solution maximizes USPS First Class discounts through comingling. There are other reporting tools available through our solution that will be able to provide cost per piece and the type of information on these reports. Is this acceptable?

No, for this first contract, we will require the form as specified. Tracking costs is imperative and this is the process that is used.

Bidders are requested to acknowledge and/or include this addendum with bid. All other terms, conditions and specifications remain unchanged.

Very truly yours,

Christopher J. Gagliastro
Purchasing Director

Service Agreement for Outside Contractor/Agency

This Agreement is made this _____ day of _____, 20_____, by and between _____ which has offices located at _____ (“Contractor/Agency”) and the Worcester Public Schools, a department of the City of Worcester and having its principal administrative offices located at 20 Irving Street, Worcester, MA 01609 (“WPS” or the “District”) acting by and through its _____ in his/her official capacity only and without any individual or personal liability. Contractor/Agency and WPS are sometimes hereinafter referred to collectively as the “parties” or individually as a “party”. This Agreement further imposes certain rights and obligations upon persons or entities hired by the Contractor/Agency to perform work hereunder (the “Personnel”) which rights and obligations are incorporated by reference in separate acknowledgements or agreements with such Personnel pursuant to Section 4 of this Agreement.

WHEREAS, Contractor/Agency has volunteered to perform services for WPS and for students within the District, designed to enrich the educational experience and program of District students, all more particularly described on Appendix A, attached hereto and incorporated herein by reference, and such services may include but are not limited to the preparation and delivery to WPS of reports, notes or other tangible materials or products in connection with the services to be provided, (such services, along with the reports, notes and other tangible materials or products developed in connection with the services to be provided are hereinafter sometimes collectively referred to as the “Services”);

WHEREAS, Contractor/Agency, if so authorized in writing by WPS, may contract with or hire certain third parties, designated herein as Personnel, to perform all or a portion of the Services hereunder; and

WHEREAS, WPS deems the Services to be performed by Contractor/Agency and the Personnel to be of interest and value to WPS and its students and has determined that such work and Services will contribute toward the educational and professional goals of WPS and, in performing such services, the Contractor/Agency and the Personnel have a “legitimate educational, research, or safety interest” in accessing certain data and information.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor/Agency, the Personnel and WPS hereby agree as follows:

1. Contractor/Agency and its Personnel shall perform the Services described herein at such times and locations as may be approved and designated by WPS, which designations may be altered or amended by WPS in its sole and exclusive discretion at any time and from time to time. The Contractor/Agency agrees that all personnel performing or delivering Services hereunder on behalf of the Contractor/Agency (the “Personnel”) shall be fully screened by the Contractor/Agency and shall be competent, responsible and qualified to hold the position and perform the services to be performed by such Personnel hereunder and shall be exemplary in speech and demeanor at all times; each such individual shall hold a valid license for the services to be provided by him/her if licensing is required for such services in the Commonwealth of Massachusetts, shall fully meet the requirements of the United States and the Commonwealth of Massachusetts regarding the performance of such Services, and shall be reasonably acceptable to WPS. Contractor/Agency represents and warrants that the only Personnel performing services hereunder are those listed as

“Authorized Individuals” on Appendix A to this Agreement. Changes in the identity of the Personnel shall be made only upon the written agreement of WPS and in WPS’s sole discretion. WPS reserves the right to require the removal or replacement of any Personnel at any time if WPS determines in its sole and exclusive discretion that such removal or replacement is in the best interest of WPS, any one or more of the students of WPS, any one or more of the staff of WPS, and/or the general public. The Contractor/Agency and its Personnel shall promptly report to WPS any and all reports, allegations and/or complaints received from and/or controversies or incidents involving parents, students, WPS staff and/or third parties with respect to any issue relating to the Services and/or the Personnel and/or matters outside of WPS and the Services which could affect the determination of WPS as to the suitability of any Personnel working with students of WPS.

2. The Contractor/Agency and the Personnel acknowledge that WPS is a public school and as such WPS has in place policies which govern the relationships between school staff and students and behavior of staff while on school premises. The parties acknowledge and agree that, although the Personnel are not employees of WPS, the Personnel shall be subject to and shall abide by all school policies which govern or regulate the behavior and conduct of school staff. WPS reserves the right at any time and from time to time to establish additional minimum standards, requirements, policies and procedures with regard to Contractor/Agency, the Personnel, the performance by the Contractor/Agency and/or the Personnel, and other matters relating to this Agreement. The Contractor/Agency shall instruct its Personnel to abide by the policies, rules and regulations as established by WPS from time to time.

3. Contractor/Agency acknowledges that in the performance of the Services hereunder, the Contractor/Agency and/or its Personnel may obtain access to information that is confidential and/or protected as student records or education records (the “Confidential Information”) pursuant to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g et seq., 34 C.F.R. § 99 et seq. (“FERPA”) and/or M.G. L. c. 71, §34D, 603 C.M.R. 23.00 et seq. (together, the “Privacy Laws”); such Confidential Information may explicitly identify a particular student or it may be in the form of de-identified data. The Contractor/Agency and its Personnel shall comply with all of the requirements of the Privacy Laws and shall maintain the confidentiality of such Confidential Information and of any de-identified data. Contractor/Agency and the Personnel will not disclose Confidential Information, whether or not it is de-identified, to any other person or entity, except those authorized users shown on Appendix A. Nothing in this Agreement may be construed to allow Contractor/Agency or its Personnel to maintain, use, disclose, or share student record information in a manner not allowed under Federal or state law or regulation or under this Agreement, whichever provisions are more restrictive. Contractor/Agency shall ensure that all Confidential Information which is received by the Contractor/Agency and/or its Personnel is kept in a secured environment at all times and that only authorized users have access to the Confidential Information. Contractor/Agency and its Personnel shall not provide any Confidential Information obtained or derived under this Agreement to any individual, agency, or entity without the prior express written consent of WPS unless required to make such disclosure under an applicable law or in compliance with the order of a court of competent jurisdiction. Neither the Personnel, nor Contractor/Agency, nor any of its employees, agents, contractors or subcontractors shall sell, release, transfer, reprint, duplicate, recreate, disclose or permit the disclosure to any other person or entity of any of the Confidential Information or of any files, compilation, study, report or analysis of the database containing, based on or derived from the Confidential Information without the express written consent of WPS, and in full compliance with Privacy Laws. Contractor/Agency and its Personnel shall immediately notify

WPS in writing of any subpoena, court order or other legal process seeking or purporting to compel disclosure of any of the Confidential Information and shall challenge, oppose or appeal any such subpoena, order or legal process to the extent deemed appropriate by WPS. In no event shall Contractor/Agency or its Personnel voluntarily, without a court order, disclose or permit the disclosure of any of the Confidential Information in response to legal process unless and until Contractor/Agency and its Personnel have given the required notice to WPS and Contractor/Agency and its Personnel have exhausted any and all legal remedies available to it or to them to limit or prevent the disclosure.

4. Contractor/Agency shall require its Personnel who perform Services hereunder to enter into written agreements or acknowledgements with Contractor/Agency requiring such Personnel to observe and perform the duties intended to be observed or performed by Personnel under this Agreement and to abide by the same restrictions and conditions that apply to Contractor/Agency under this Agreement, including but not limited to the obligations to comply with the Privacy Laws, and to comply with the CORI/CHRI requirements set forth hereinafter. Such written agreements and acknowledgements shall be satisfactory in form and substance to WPS and shall include, without limitation, provisions (i) explicitly acknowledging and agreeing to the applicability to the Personnel of Section 10 of this Agreement, (ii) making WPS a third party beneficiary to those agreements and acknowledgements, and (iii) explicitly providing WPS with the right to enforce such agreements and acknowledgements against the Personnel. Contractor/Agency shall remove or replace any Personnel who fails or refuses to sign such written agreements or acknowledgements and/or who fails to abide by any material term of such agreements or acknowledgements. In the event that any of the Personnel shall request authority to have any individuals not already listed as Authorized Individuals on Appendix A perform services hereunder or to have access to any Confidential Information hereunder, such additions shall be made only upon the written agreement of WPS and in WPS's sole discretion; all individuals so added shall be bound by all terms and provisions hereunder that are applicable to Personnel, including without limitation, the obligation to enter into written agreements or acknowledgements requiring such individuals to observe and perform the duties intended to be observed or performed by Personnel under this Agreement, to abide by the same restrictions and conditions that apply to Contractor/Agency and/or Personnel under this Agreement, to comply with the Privacy Laws, to comply with the CORI/CHRI requirements, and such written agreements or acknowledgements shall include, without limitation, the provisions required under subsections (i), (ii) and (iii) of this Section 4 of this Agreement.
5. Contractor/Agency and the Personnel agree to notify WPS immediately if they learn of any security breach or attempted security breach to the server containing Confidential Information and/or de-identified student data or to any device on which any Confidential Information and/or de-identified student data is present or of any disclosure of Confidential Information or de-identified student data to anyone other than the Authorized Individuals of Confidential Information as shown on Appendix A to this Agreement. Contractor/Agency and the Personnel will take all reasonable means prescribed by WPS to secure any breaches as soon as practicable. In the event of any breach or release of Confidential Information, Contractor/Agency and all Personnel shall cooperate with WPS regarding recovery, remediation, and the necessity to involve law enforcement, if any. Contractor/Agency and all Personnel shall be responsible for performing an analysis to determine the cause of the breach and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. WPS reserves the right to adjust such remediation plan in its sole discretion. Contractor/Agency and all Personnel shall be solely and exclusively responsible for all costs incurred in recovery and/or remediation of any breach or

release of such Confidential Information. Contractor/Agency acknowledges and agrees that the breach or threatened breach by Contractor/Agency, or its Personnel of their obligations under this Agreement will cause serious and irreparable harm to WPS that cannot be adequately compensated by monetary damages alone and that WPS may seek injunctive relief from an appropriate court to protect WPS from such harm without necessity of bond or other security. No mention in this Agreement of any specific right or remedy shall preclude WPS from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity, all of which rights are specifically reserved to WPS hereunder. The specific remedies to which the parties may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies to which either may be lawfully entitled in case of any breach of threatened breach of any provisions of this Agreement.

6. Contractor/Agency and the Personnel shall, jointly and severally, hold harmless, defend and indemnify WPS, the City of Worcester and its and their respective officials, officers, boards, board members, committees, committee members, servants, and employees, jointly and severally from and against any and all liabilities, expenses, damages, judgments, decrees, orders, demands, claims, causes of action, or losses of any nature whatsoever (including but not limited to costs of defense and reasonable attorneys' fees) and including but not limited to those for loss of life, bodily injury, personal injury and/or damage to property of whatever kind or character, which arise out of, are connected in any way with, and/or are claimed to arise out of or be connected with, whether directly or indirectly, (i) non-compliance with any applicable current or future federal, state, and local laws, and all applicable codes, directives, rules, regulations, orders and school policies and/or (ii) the performance or non-performance of this Agreement by Contractor/Agency, its Personnel, agents, employees, contractors, subcontractors or any one for whom Contractor/Agency has legal responsibility in connection with this Agreement, and/or (iii) arising out of or in connection with an intentional or negligent act or omission of Contractor/Agency, its Personnel agents, employees, contractors, subcontractors or any one for whom Contractor/Agency has legal responsibility and/or (iv) any claims by Contractor/Agency, its Personnel, agents, employees, contractors, subcontractors or any one for whom Contractor/Agency has legal responsibility in connection with this Agreement, for reimbursements, wages, compensation or employment-related benefits.
7. Nothing herein shall be construed as creating any personal liability or personal obligation on the part of any official, officer, agent, committee member, volunteer, representative or employee of WPS, nor shall it be construed as giving any right or benefit to any person or entity other than the WPS and the Contractor/Agency, respectively. The terms and provisions of this Section 7 of this Agreement shall survive any expiration or termination of this Agreement.
8. Contractor/Agency represents and warrants that it shall obtain and maintain throughout the term of this Agreement such insurance coverage as WPS may reasonably require, which shall include but not be limited to, broad form comprehensive general liability insurance and, to the extent applicable, Professional Liability Coverage covering the Contractor/Agency and all Personnel providing Services under this Agreement, in amounts reasonably satisfactory to WPS; Contractor/Agency shall provide a certificate with evidence of such coverage to WPS in or within five (5) days of demand for the same; such certificate also shall provide for a minimum of thirty (30) days' notice to WPS in advance of the cancellation or non-renewal of any insurance covered by the certificate..

9. Pursuant to the requirements of applicable law, all persons who have direct and unmonitored contact with students, which includes but is not limited to communications, must submit to criminal offender record information (CORI) and state and national fingerprint-based criminal history record information check (CHRI) checks. As such, the Contractor/Agency, the Personnel, and all contractors, subcontractors, employees, volunteers, invitees, and all other individuals employed, engaged, volunteering, or otherwise providing Services on school property, shall submit to CORI/CHRI checks before he/she is allowed to enter the school building and/or to have communications with students in connection with such Services. At the request of WPS, the Contractor/Agency shall implement and supervise the CORI/CHRI check process and/or shall cooperate with implementation of such process by WPS, including, if necessary, obtaining the consent of each Personnel, contractor, subcontractor, employee, volunteer, invitee, or other individuals affiliated with the Contractor/Agency, and shall, at the option of WPS, utilize the CORI/CHRI forms provided by WPS for the CORI/CHRI checks. The Contractor/Agency shall provide proof of identification as to each Personnel, contractor, subcontractor, employee, volunteer, invitee, and all other individuals at such time. The Contractor/Agency shall not permit any Personnel, contractor, subcontractor, employee, volunteer, invitee, or other personnel to enter the school building and/or to have communications with students pursuant to the services described in this Agreement until such time as WPS has received the formal CORI/CHRI reports as to that particular individual and has approved that particular individual as acceptable and in compliance with the CORI/CHRI check requirements set forth herein. All such CORI/CHRI and other criminal background checks shall be at the sole expense of the Contractor/Agency who shall promptly reimburse WPS for any out-of-pocket costs incurred in connection with the CORI/CHRI checks. WPS reserves the right to disapprove of any Personnel, contractor, subcontractor, employee, volunteer or invitee and demand his/her replacement if the results of the CORI/CHRI checks are unsuitable in the judgment of WPS.

10. It is expressly acknowledged and agreed that the Personnel providing Services hereunder on behalf of the Contractor/Agency and all staff, employees, agents, contractors and subcontractors of the Personnel, are not and shall not be deemed to be employees or contractors of WPS and are and shall be deemed to be employees and/or contractors of the Contractor/Agency or the Personnel, respectively; neither the Contractor/Agency nor the Personnel, nor any of its or their respective employees, agents, contractors and subcontractors, are employees of WPS entitled to receive any payments or compensation of any name or nature from WPS in connection with the performance of services under this Agreement, the performance and delivery of the Services, and/or for any materials, reports or tangible materials or products which they prepare in connection with the Services. The Contractor/Agency, the Personnel and its or their respective employees, agents, contractors and subcontractors, are independent contractors of WPS with respect to the performance of this Agreement and shall not be construed, deemed or otherwise held to be employees, agents, contractors, subcontractors or officers of WPS. The Personnel, the Contractor/Agency and its or their respective employees and/or representatives shall not be entitled to compensation or other benefits that ordinarily accrue to employees of WPS. Nothing herein shall create or be deemed to create any relationship of agency, association, joint venture, partnership as defined by law, or employer/employee relationship between WPS and the Personnel and/or the Contractor/Agency and/or its or their respective employees or representatives. Neither party shall have the authority to bind or obligate the other in any manner, except as expressly provided in this Agreement. Contractor/Agency, at the sole cost and expense of the Contractor/Agency, shall provide all Personnel, staff, employees, labor, work, and services, as necessary to reliably perform and deliver the Services set forth and required in this Agreement and in the performance of the obligations of Contractor/Agency hereunder, including

all Services required by or reasonably inferable from this Agreement. WPS shall not be required to hire, supervise or pay any persons or staff to assist Contractor/Agency or the Personnel in the performance or delivery of the Services. To the extent that any certifications, permits, licenses or approvals are required for the performance of such Services, the Contractor/Agency shall be responsible for obtaining the same at its sole cost and expense.

11. Contractor/Agency and the Personnel certify that they have the capacity to restrict access to Confidential Information and/or the de-identified data solely to Authorized Individuals listed in Appendix A. Contractor/Agency and the Personnel each represents that it maintains and shall continue to maintain throughout the term of this Agreement, and that they and their respective employees, agents, contractors and subcontractors shall each utilize throughout the term of this Agreement, appropriate hardware, software, application, and data security measures, which meet or exceed industry standards and requirements as set forth in this Agreement, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations and the terms and provisions of this Agreement. Contractor/Agency and the Personnel will store all Confidential Information on secure data servers in compliance with the requirements of this Agreement. Such data security measures shall include but not be limited to implementation of network and system network firewalls, anti-virus protections, and intrusion detection, secured access to physical areas/electronic devices where data are stored, establishing and enforcing well-defined information privilege rights which restrict users' access to the Confidential Information necessary for them to perform their job functions, establishing staff responsibilities for maintaining security of Confidential Information, implementation of unique user identifiers and authentication for access, and annual security testing and audits; Contractor/Agency and all Personnel shall ensure that security is not compromised by unauthorized access to computers, program, software, databases, or other electronic environments. Further, to protect the privacy of Confidential Information, Contractor/Agency and all Personnel will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement and as required under applicable Privacy Laws; (2) limit access to Confidential Information to the approved Personnel and Contractor/Agency employees, agents, contractors and subcontractors who are Authorized Individuals listed in Appendix A to this Agreement; (3) require that all Personnel and Contractor/Agency employees, agents, contractors and subcontractors who have access to student Confidential Information abide by the same restrictions and conditions that apply to Contractor/Agency and/or the Personnel; (4) implement appropriate administrative, technical, electronic and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to, use or disclosure of the Confidential Information, including but not limited to information, the disclosure of which could result in substantial harm or inconvenience to the WPS and/or its students. Student-level data shall not be stored on portable devices or media unless Contractor/Agency encrypts the devices. Personnel shall not in any instance be permitted to store or carry student-level data on portable devices or media without, in each instance, the prior written consent of the WPS.
12. This Agreement shall not authorize Contractor/Agency and/or the Personnel or any other person or entity to continue use of Confidential Information or to continue research using Confidential Information obtained under this Agreement upon termination of this Agreement. Contractor/Agency and all Personnel shall use the Confidential Information appropriately and in accordance with the Privacy Laws and only for the specific purpose, goals, and in the manner outlined in and authorized by this Agreement. All other uses by Contractor/Agency and all Personnel will require prior written consent by WPS. Nothing in this Agreement shall be construed to authorize

Contractor/Agency and all Personnel to have access to additional data from WPS that is not included in the scope of this Agreement. Contractor/Agency and all Personnel acknowledge and understand that the Agreement does not convey ownership of any information or data to Contractor/Agency or Personnel, and any analyses of the raw data is the intellectual property of WPS and WPS owns the final report of any research in connection with the Services.

13. The Personnel and Contractor/Agency agree to protect both Confidential Information and de-identified data in a manner that does not permit personal identification of students, and, if the Personnel or Contractor/Agency is permitted to produce or publish reports based on Confidential Information, which shall be permitted only by, in each instance, prior written authorization from WPS, the Personnel and Contractor/Agency shall not publish results for student aggregations of fewer than 10 students in any event or, for student aggregations of greater than 10 students if that nature of such group would serve to personally identify any student, in order to protect against revealing potentially individually identifiable student level information. Publications and reports of data and Confidential Information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other confidential information that could lead to the identification of any student or teacher. Contractor/Agency and the Personnel agree to submit a draft of any proposed publication to WPS that utilizes WPS student data for WPS review and approval at least thirty (30) days prior to submission for publication, presentation or use to verify that the intended purpose has been adhered to, that the publication contains no confidential data, that WPS had provided prior written authorization for such publication, and that the submission is in compliance with the prior written authorization from WPS. All WPS data intended for public-use will be reviewed and altered, if necessary, prior to publication to anonymize student-level information and reduce risk of confidentiality breaches, either directly or through deductive analysis.
14. During the performance of this Agreement, Contractor/Agency agrees that Contractor/Agency and the Personnel will not discriminate against or exclude any person from participation herein on grounds of gender, sexual orientation (which for purposes of this Agreement shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, race, religious creed, color, national origin, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap, including, but not limited to discrimination related to employment, promotion and employment upgrading, demotion, or transfer, recruitment, advertising, layoff, or termination; rates of pay or other compensation, selection or training and other terms, conditions or privileges of employment; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to gender, sexual orientation, gender identity, race, religious creed, color, national origin, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The Contractor/Agency agrees that neither the Contractor/Agency nor any Personnel shall engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. In addition, Contractor/Agency acknowledges the provisions of Massachusetts General Laws c. 268A (the Conflict of Interest Law) and agrees that neither the Contractor/Agency nor any Personnel shall act in collusion with any other party, person or entity to circumvent such law.
15. Contractor/Agency and its Personnel shall perform and deliver all Services hereunder in accordance with this Agreement and all applicable current or future federal, state, and local laws, codes, directives, rules, regulations, orders and school policies, including but not limited to

the Privacy Laws. Neither Contractor/Agency nor the Personnel shall assign its rights or obligations hereunder to any third party without the prior written consent of WPS, which may be withheld or delayed in the sole discretion of WPS. The rights and obligations hereunder shall be binding upon and inure to the benefit of all legally permitted successors and assigns of the respective parties hereto.

16. All of the provisions of this Agreement are severable. If any provision of this Agreement is rendered invalid or unenforceable by state or federal statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
17. Any waiver of the terms and conditions of this Agreement must be in writing signed by the party granting such waiver and shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to perform.
18. This Agreement and the obligations of the parties hereunder, including but not limited to all obligations with respect to confidentiality, liability and indemnification, shall survive the termination of this Agreement and the Services to be provided by Contractor/Agency and/or its Personnel hereunder or pursuant to any other agreement by and between the parties.
19. This Agreement, with Appendix A, and, where applicable, the individual agreements and acknowledgements by Personnel and the staff pursuant to Section 4 of this Agreement, are intended as the complete, final and exclusive statement of the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties hereto. This Agreement may be amended in writing signed by individuals having authority to bind the parties.
20. The Agreement shall take effect on the date set forth above and shall continue in effect until terminated. WPS may terminate this Agreement at any time for its own convenience, for any reason or for no reason, upon written notice to Contractor/Agency with no obligation or liability to Contractor/Agency for such termination. Contractor/Agency may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement on behalf of WPS or his or her successor in office. Time is of the essence of this Agreement. Upon termination of this Agreement, Contractor/Agency and the Personnel will return to WPS all materials or equipment provided by WPS to Contractor/Agency and/or the Personnel and shall immediately cease utilizing or otherwise operating with any Confidential Information and/or raw data obtained under this Agreement and shall sequester all such Confidential Information and data. Thereafter, if requested by either party, the parties shall meet to determine an appropriate and timely method for returning any such Confidential Information and data to WPS. On or before the 31st calendar day after receipt of a notice of termination by Contractor/Agency, the Contractor/Agency and the Personnel shall return all such data to WPS and Contractor/Agency and the Personnel will purge any copies of the Confidential Information and data from its computer systems. Contractor/Agency and the Personnel shall each require their respective employees, contractors, subcontractors or agents of any kind, including but not limited to all Authorized Individuals listed in Appendix A using the WPS Data to comply with this provision. Upon request, Contractor/Agency and the Personnel shall provide certification to WPS that such records have been destroyed. Contractor/Agency and the Personnel agrees to require all of their respective employees, contractors, subcontractors or agents of any kind, including but not limited to all Authorized Individuals listed in Appendix A, to comply with this provision.

21. The Parties agree that this Agreement is entered into in the Commonwealth of Massachusetts, and that the courts located in the Commonwealth of Massachusetts are the appropriate forum in the event any party seeks legal action or injunctive relief under this Agreement. All parties consent to venue and personal jurisdiction in the appropriate court in the Commonwealth of Massachusetts.

22. Contractor/Agency represents and warrants to WPS that the individual signing this Agreement on behalf of the Contractor/Agency has been duly authorized by Contractor/Agency to enter into and execute this Agreement for and on behalf of Contractor/Agency and each and every obligation of the Contractor/Agency herein shall and will constitute the legal, valid and binding obligations of the Contractor/Agency, enforceable against Contractor/Agency in accordance with its terms.

23. Unless otherwise specified herein, all notices shall be in writing and addressed to the receiving party's address set forth in the first paragraph of this Agreement or to such other address as the party may designate by written notice hereunder. Notice may be provided in hand, by overnight delivery service (signature required), by mail, postage prepaid, or if the appropriate contact information is provided by the party receiving such notice, by facsimile or by electronic mail. In the event that the notice is provided in hand, such notice shall be deemed effective when delivered. In the event that the notice is provided by overnight delivery, such notice shall be effective when delivered, provided that the same is received in the ordinary course at the address to which the same is sent in accordance with the foregoing paragraph. In the event that the notice is sent via facsimile or by electronic mail, and competent evidence of such delivery is provided (which shall include but is not limited to subsequent acknowledgement or communications indicating receipt such as response to the communication), such notice shall be effective when sent. In the event that the notice is sent vial mail, such notice shall be effective when deposited with the U.S. Postal Service. Notices directed to WPS shall be sent to the attention of the Superintendent.

Entered into as a document under seal as of the _____ day of _____, 20____.

Worcester Public Schools:	Contractor/Agency: _____
Signed: _____	Signed: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

APPENDIX A

1. CONTRACTOR/AGENCY: _____

2. SUMMARY DESCRIPTION OF THE SERVICES

3. AUTHORIZED INDIVIDUALS: The following individuals constitute the Contractor/Agency's "Personnel" and are authorized to provide Services under this Agreement and are responsible for providing such Services subject to the terms and conditions of this Agreement:

1. Name: _____

Address: _____

City/State: _____

2. Name: _____

Address: _____

City/State: _____

3. Name: _____

Address: _____

City/State: _____

4. Name: _____

Address: _____

City/State: _____

5. Name: _____

Address: _____

City/State: _____

6. Name: _____

Address: _____

City/State: _____