



24-09 REQUEST FOR PROPOSALS

Consultant Services for an Executive
Recruitment

Due Date: August 7, 2023 by 1:00 pm.

Allison Jenkins, MCPPO
Allison.jenkins@ci.everett.ma.us

EVERETT CITY HALL
484 Broadway, Room 14
EVERETT, MA. 02149

REQUEST FOR PROPOSALS (RFP)

The City of Everett, Massachusetts invites Proposals for:

"CONSULTANT SERVICES FOR EXECUTIVE RECRUITMENT" Contract No. 24-09

The City of Everett requests proposals from qualified firm or individual to provide consultant Services for the executive recruitment of a new Superintendent for the Everett Public Schools. RFP documents are available at <https://www.Cityofeverett.com> after **9 am on July 20, 2023**. Sealed responses clearly labeled "Executive Recruitment Services" are due no later than **1:00 PM on August 7, 2023** delivered to the Purchasing Department at Everett City Hall located in Room 14.

The City reserves the right to reject any and all proposals, to waive any defects, informalities, and minor irregularities; and to award contracts or cancel this RFP if it is in the City's best interest to do so.

The City of Everett encourages MBE and WBE firms to apply.

It is the responsibility of prospective proposers to check the City of Everett's website for new information any addenda or modifications to any solicitation.

It is the responsibility of the prospective proposer to keep current the email address of the proposer's contact person and to monitor that email inbox for communications from the City of Everett, including requests for clarification. If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed and posted to our website to all proposers on record as having picked up the RFP. The City assumes no responsibility if a prospective proposer's designated email address is not current, or if technical problems, including those with the prospective proposer's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective proposer to be lost or rejected by any means including email or spam filtering.

If, at the time of the scheduled proposal opening, the RFP opening location shall be shut down as the result of an emergency, the proposals will be due and opened at the same time and location on the 1st business day the building is able to re-open. Proposals will be accepted until that date and time.

The contract will be awarded under M.G.L 30B as amended.

The City of Everett accepts no responsibility and will provide no accommodation to Proposers who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Everett.

INTRODUCTION

The **City of Everett** ("School Committee") is seeking the services of a qualified executive recruitment firm or individual to provide consultation services for the recruitment of a superintendent for the Everett Public Schools.

The Everett School Committee seeks proposals from qualified consultants, consulting firms, or executive recruiters to provide executive search services for the position of Superintendent of Schools. The consultant, consulting firm or executive recruiter will develop an overall approach and process for hiring a Superintendent for the Everett Public Schools and to assist the School Committee in recruiting and selecting the new Superintendent. It is important that the process allow voices in the staff and community to be heard on the most important issues facing education in Everett and what qualifications we need in a candidate to lead the district.

The Everett School Committee and/or its designee(s) will evaluate each proposal for experience, methodology for the search process, action plans and timelines, ability to communicate effectively, and past successes in meeting the needs of other district searches. After review and evaluation of submitted proposals, the Committee will schedule interviews with proposers who have been deemed "Highly Advantageous."

1. Background

Everett, Massachusetts is a city of approximately 50,000 residents located just 5 miles north of Boston. Everett Public Schools is an urban, multicultural school community. Please visit [Everett Public Schools District Review Report 2023 \(mass.edu\)](#) to review a Comprehensive District Review Report of the Everett Public Schools.

This link [Contact Information - Everett \(00930000\) \(mass.edu\)](#) provides enrollment and school data. The system is governed by a Superintendent and a School Committee of ten members elected by ward and with at large members every two years (on the even years). The Mayor of Everett is a full voting member of the School Committee.

The current Superintendent, who has been in place since March of 2019, contract has not been extended beyond February 28, 2023. The School Committee wishes to have a successor identified and under contract in time to ensure a smooth transition with the least disruption to staff and students.

2. General Information

Everett is located directly north of Boston northeasterly of the intersection of Route 1 and 93. It has a land area of 3.4 square miles, designated as an Environmental Justice Community. The diversity of Everett is one of its greatest strengths, with our recent 2020 Federal Census evidencing the municipality as a "Majority-Minority Community".

3. Term

You may request a copy of the (RFP) via email to allison.jenkins@ci.everett.ma.us. It is the intention of the city to have a new superintendent in place by March 1, 2024. This contract term is from August 2023 until August 2024.

PROJECT SCOPE OF SERVICES:

The Everett School Committee seeks proposals from experienced executive search consultants to assist the Committee in recruiting highly qualified candidates for the next Superintendent of the Everett Public Schools. The Scope of work will include, but not be limited to the following:

General Duties and Responsibilities:

- Provide one individual representing the consultant, who is the principal employee responsible for the search process, including all meetings with the School Committee
- Administer all search details
- Maintain strict confidentiality
- Prepare reports and recommendations to the Committee as requested
- Comply with all legal requirements for posting, recruiting, and open meeting law
- Commit to providing a diverse candidate pool
- Develop recruitment strategies
- Commit to and work with the School Committee until the successful completion of the hiring process

Preparation and Planning:

- Develop and propose a work plan and timeline
- Review position requirements
- Interview, survey, and conduct focus groups to solicit opinions from board members, senior staff, elected officials, and various district stakeholders to help define the leadership attributes and leadership profile. Report to and update Committee.
- Meet with Committee and individual Committee members to assess Committee priorities, goals and objectives in order to assist the Committee in determining and articulating criteria and Proposals necessary for selecting the superintendent
- Provide and facilitate community input and engagement regarding desired superintendent skills, characteristics and Proposals that may include focus groups, surveys and large community meetings. Must include key stakeholders including parents and parent organization, under-represented groups, employees, the business community, District partners, and key elected officials
- Generate position description, proposals, and challenge statement
- Report to and update the Committee on advertising strategies
- Prepare and distribute materials as necessary to advertise the position

Review Resumes:

- Review resumes, validate information on resume for all finalists
- Perform background check on top 3 candidates

MINIMUM REQUIREMENTS AND EVALUATION CRITERIA:

The School Committee and or its designee will evaluate the proposals and assign the rank of “highly advantageous,” “advantageous,” “less advantageous,” or “does not meet” to the package. In addition to the material submitted within the proposal for all firms deemed to have submitted responsive and responsible proposals, the city will likely contact references and may ask for additional information or a clarification of any responses.

RANK	STANDARD OF REVIEW
Highly Advantageous	Respondent excels on the specific criterion
Advantageous	Respondent meets evaluation standard criterion
Less Advantageous	Respondent does not fully meet the criterion, or question/issue was not fully addressed
Does Not Meet requirements	Respondent does not address the criterion

PROPOSER'S EXPERIENCE

Highly Advantageous: The Proposer has five (5) or more years' experience in conducting successful executive searches with public school systems, other educational institutions, and other non-profit organizations, and during the past five (5) years has concluded at least three (3) successful searches for a School Superintendent in Massachusetts, one (1) of which must have been for a district of similar size and demographics as Everett.

Advantageous: The Proposer has at least three (3) years' experience in successful executive search and hiring processes and has concluded at least two (2) successful executive searches for Superintendents with Massachusetts public school systems.

Not Advantageous: The Proposer has fewer than three (3) years' experience in successful executive search and hiring processes and has concluded only one successful executive search for a Superintendent.

Unacceptable: The Proposer has fewer than three (3) years' experience in executive search and hiring processes and has not concluded any successful executive searches for a Superintendent.

PROPOSER'S CAPACITY

Highly Advantageous: The Proposer has more than five (5) consultants on staff to perform Superintendent's searches.

Advantageous: The Proposer has more than two (2) consultants on staff to perform executive searches.

Not Advantageous: The Proposer has two consultants on staff to perform executive searches.

Unacceptable: The Proposed has only one consultant on staff to perform executive searches.

KEY PERSONNEL

Highly Advantageous: The Proposer's lead consultant has more than five (5) years' experience conducting Superintendent searches in Massachusetts.

Advantageous: The Proposer's lead consultant has at least three (3) years' experience conducting Superintendent searches in Massachusetts.

Not Advantageous: The Proposer's lead consultant has fewer than three (3) years' experience conducting Superintendent searches in Massachusetts.

Unacceptable: The Proposer's lead consultant has no experience conducting a Superintendent search in Massachusetts.

PROPOSER'S APPROACH TO ENSURING COMMUNITY INVOLVEMENT

Highly Advantageous: The Proposal provides more than three (3) project examples where the proposed Lead Consultant for Everett Public Schools Superintendent Search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a School Superintendent.

Advantageous: The Proposal provides three (3) project examples where the proposer Lead Consultant for Everett Public Schools Superintendent Search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a School Superintendent.

Not Advantageous: The Proposal provides fewer than three (3) project examples where the proposer Lead Consultant for Everett Public Schools Superintendent Search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a School Superintendent.

Unacceptable: The Proposal provides fewer than three (3) project examples where the proposed Lead Consultant has organized, trained and facilitated working groups as part of an executive search process, none of which has led to the hiring of a School Superintendent.

PROPOSER'S IMPLEMENTATION PLAN AND SCHEDULE

Highly Advantageous: The Proposal includes a detailed description and examples of previously successful recruitment strategies and includes a clearly delineated timeline with specific milestones for Everett's Superintendent search.

Advantageous: The Proposal includes an outline of some candidate recruitment strategies and an implementation plan that includes some milestones for Everett's Superintendent search. **Not**

Advantageous: The Proposal lacks specific candidate recruitment strategies or specific milestones for Everett's Superintendent search.

Unacceptable: The Proposal does not include any information about a proposed implementation plan and schedule.

PROPOSER'S RECRUITMENT MATERIALS

Highly Advantageous: The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least five (5) different Superintendent searches with the proposal, at least one (1) of which involves a Superintendent search in Massachusetts.

Advantageous: The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least three (3) different executive searches with the proposal, at least one (1) of which involves a Superintendent search.

Not Advantageous: The Proposer includes three (3) or fewer samples of advertisements, brochures, and other forms of candidate outreach with the proposal, none of which involve a Superintendent search.

Unacceptable: The Proposer does not include samples of advertisements, brochures or other forms of candidate outreach.

PROPOSER'S NETWORKING STRATEGIES

Highly Advantageous: The Proposal provides more than three (3) examples of how the Proposer's established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Advantageous: The Proposal provides three (3) examples of how the Proposer's established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities. **Not**

Advantageous: The Proposal provides fewer than three (3) examples of how the Proposer's established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Unacceptable: The Proposal does not include specific examples of networks the Proposer will use in the search and recruitment process.

PROPOSER'S EXECUTIVE SEARCH TAILORED TO DISTRICT

Highly Advantageous: The Proposal provides more than three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working, with at least one (1) of these examples leading to the hiring of a School Superintendent.

Advantageous: The Proposal provides three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working with at least one (1) of these examples leading to the hiring of a School Superintendent.

Not Advantageous: The Proposal provides fewer than three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working with at least one (1) of these examples leading to the hiring of a School Superintendent.

Unacceptable: The Proposal provides no specific examples of executive search and recruitment work related to the hiring of a School Superintendent or educational executive.

REFERENCES

Highly Advantageous: All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed within the time frame required.

Advantageous: All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed but not within the time frame(s) required.

Not Advantageous: Fewer than five (5) references were satisfied with the end results.

Unacceptable: The preponderance of references was dissatisfied with the end results.

INTERVIEWS (MAY BE REQUESTED):

Highly Advantageous: The Lead Consultant for this project was present, clearly stated a plan of action, demonstrated excellent communications skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to all questions.

Advantageous: The Lead Consultant for this project was present, outlined a plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to most of the questions.

Not Advantageous: The Lead Consultant for this project was present but did not present a clear plan of action, or was unable to communicate effectively, or presented other personnel who did not have the experience and skills to work on this project and/or who would not be assigned for the duration of this project, or did not successfully respond to questions.

Unacceptable: The Lead Consultant for this project was not present at the interview or was unable to communicate effectively and did not successfully respond to questions.

CONTRACT AWARD

The contract will be awarded to the proposer deemed by the School Committee and/or its designees to have submitted the most advantageous proposal taking into consideration all of the Technical Proposal criteria, interviews (if any) the price proposals.

The City of Everett reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, if it be in the public interest to do so.

The School Committee reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. The School Committee may or may not, within its sole discretion, seek additional information from Respondents.

This Request for Proposals, any addenda issued by the School Committee, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub consultants identified in the response shall take place without the prior written approval of the School Committee.

The selected Respondent(s) will be required to execute a Contract for Services with the School Committee in the form that is attached hereto as Attachment E (Sample Contract). Prior to execution of the Contract for Consultant Services with the School Committee, the selected Respondent will be required to submit to the School Committee a certificate of insurance that meets the requirements set forth in the Contract for Services (See Article 8 for requirements).

SUBMISSION

Each proposal must contain two (2) sealed envelopes clearly labeled **NO LATER THAN 1:00 PM ON August 7, 2023 @ 1 pm**. The School Committee assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

Unexpected closures. If, at the time of the scheduled response opening, the city hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 1:00 PM on the next normal business day. Submittals will be accepted until that date and time.

Please note the envelopes may be sent in a single envelope (package, box, carton, etc.) provided that all the separate envelopes are individually sealed and clearly mark as noted.

ENVELOPE 1	ENVELOPE 2
24-09 RFP CONSULTANT SERVICES TECHNICAL PROPOSAL	24-09 RFP CONSULTANT SERVICES PRICE PROPOSAL

Envelope 1 – Technical Proposal – As this is an RFP, respondents shall submit:

Ten (10) copies of the technical (non-price) proposal, which includes everything responsive to this RFP except the proposed contract price. There is no specific form for the technical proposal, although it should be responsive to all information requested in or required by the RFP. The technical proposal must be in a separate envelope from the price proposal.

Envelope 2 – Price Proposal – One (1) copy of the Price Proposal form

Requirements for Technical Proposal Content:

Submit ten (10) hard copies of the Response to this Request for Proposals.

Technical Proposals must be in arranged the order specified below, with responses and documentation separated by tabs or index dividers. Each page of the Technical Proposal must contain footer with the page number.

- **Table of Contents**, showing where required information can be found by section and page.
- **Letter of Interest**, including the firm’s history and the name of the principal or “lead consultant” who will be the person assigned to work directly with the School Committee on this search. Proposers are directed to note that the contract will require that the same principal or “lead consultant” be assigned to this contract for the duration of the search process, through and including the hiring of a Superintendent for the Everett Public Schools.
- **Organizational Chart**, if the Proposer is a firm or corporation, indicating the name and position of all consultants who will work with the Everett School Committee on this search. If the Proposer is not a firm or corporation, the Proposer should so state in this section.
- **Current Resume(s)**, including summaries of credentials and number of years of experience providing executive search services, for all consultants who will be assigned to work with the Everett School Committee on this search.
- **Description of the Proposer’s Approach and Plan** for performing services outlined in the Scope of Work (see above), including:
 - a description of how the Proposer will specifically identify and target the needs of the district in the search for a new Superintendent of Schools;
 - a description of the consultant’s approach to ensuring community involvement and input;
 - a description of proposed candidate recruitment strategies;
 - a description of the consultant’s proposed implementation plan; and
 - a proposed timeline with specific milestones.
- **List of Recent Contracts**, including name, address and telephone number, of all school districts or communities for which the firm has provided similar executive search services during the past five (5) years.
- **References**, for a minimum of three (3) comparable executive search projects completed in the past five (5) years, including at least one (1) reference from a school district with a minimum of five (5) schools and a minimum student population of 3,000, with the following information for each:
 - Client’s name and address
 - Name, e-mail address and phone number for at least one primary contact for each client
 - Dates of service to the district and number of students in the district

- **Promotional Material**, include advertisements, brochures and other recruitment materials used in Superintendent searches or promotional literature about the firm
- **Signed Non-Collusion Form and Tax Compliance**

Other Provisions

A. Public Record

All Responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

B. Waiver/Cure of Minor Informalities, Errors and Omissions

The School Committee reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFP in any manner necessary to serve the best interest of the School Committee and its beneficiaries.

C. Communications with the School Committee

The School Committee's Contact for this Request for Proposals is:

City Of Everett

Attn. Allison Jenkins, Chief Procurement Officer

484 Broadway, Room 14

Everett, MA 02149

allison.jenkins@ci.Everett.ma.us

Respondents that intend to submit a Response are prohibited from contacting any of the city staff or committee members other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the School Committee, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFP. In addition, such Respondents shall not discuss this RFP with any of the School Committee's consultants (other than directed herein), legal counsel or other advisors. **FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.**

D. Costs

The City of Everett will NOT be liable for any costs incurred by any Respondent in preparing a Response to this RFP or for any other costs incurred prior to entering into a Contract.

E. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their Response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

F. Rejection of Responses, Modification of RFP

The School Committee reserves the right to reject any and all Responses if the School Committee determines, within its own discretion, that it is in the School Committee's best interests to do so. This RFP does not commit the School Committee to select any Respondent, award any contract, pay any costs in preparing a Response, or procure a contract for any services. The School Committee also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. A Respondent may not alter the RFP or its components.

Validity of Response

Submitted Responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

FURTHER INFORMATION

ATTACHMENTS:

Attachment A: Tax Compliance Certification

Attachment B: Non-Collusion Certification

Attachment C: Certificate of Authority

Attachment D: Price Proposal Form

Attachment E: Sample Contract

ATTACHMENT A
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.

Signature of authorized person submitting bid or proposal

Date

Printed name of authorized individual signing above

Name of business

*Social Security Number or Federal Identification Number

*Your social security number and or federal identification number may 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.

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, union, committee, club, or other organization, entity, business, group of individuals or legal entity.

Signature of authorized person submitting bid or proposal

Date

Printed name of authorized individual signing above

Name of business

**ATTACHMENT C
CERTIFICATE OF AUTHORITY - CORPORATION**

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

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

that _____
(Name) (Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such _____ under
(Officer)

seal of the company, shall be valid and binding upon this company.

A TRUE COPY, ATTEST: _____
(Signature/Title)

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)

that _____ is duly elected _____
(Officer, Name) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Full Legal Name of Business

Telephone Number

State of Incorporation*

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.

(Affix Corporate Seal)

**ATTACHMENT D
SAMPLE CONTRACT**

CONTRACT FOR SERVICES

CITY: CITY OF EVERETT

VENDOR:

PROJECT:

The City hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the Price Proposal attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
 Services shall not be performed under this Agreement until the City so advises the Vendor in writing.

INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

Certificates of insurance evidencing the coverage required hereunder All such policies and certificates shall be written through companies and in forms acceptable to the City's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the City. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the City and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under Terms and Condition Number 8, shall name the City and such other parties as the City shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

TERM: June 30, 2023 – July 1, 2024, with the option to renew for two additional one (1) year terms at the sole discretion of the City.

Exhibit A B C

Attached [X] [X] [X]
Not Attached [] [] []

VENDOR:

Signature

Date Signed

Printed Name

Title

CITY OF EVERETT:

Allison Jenkins
Chief Procurement Officer

Date Signed

Eric Demas
Chief Financial Officer/City Auditor

Date Signed

Account Number: _____

Colleen Mejia, Esq.
City Solicitor

Date Signed

Carlo DeMaria
Mayor

Date Signed

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the City. No member of the Project team shall be replaced without the consent of the City. The City shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the City shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the City at the Sites specified and with any party engaged by the City in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the City for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the City shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the City. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the city.

4. VENDOR'S COMPENSATION

- a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The City shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.
- b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.
- c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the City, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the

basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the City at such time as the Estimated Amount has been reached. The City shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the City gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

- d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the City, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.
- e. Subject to Appropriation. The obligations of the City hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the City for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the City may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the City receives a proper statement. In no event shall the City be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the City or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City

(or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the City without obtaining the City's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the City in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the City and the Vendor shall immediately deliver or otherwise make available such Materials to the City.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

- Workers Compensation Required Statutory Limits
- General Liability Combined single limit of \$1,000,000. Bodily Injury, Personal Injury, Property Damage, and Contractual Liability coverage.
- Auto Liability coverage for Owned, Non-Owned, and Hired automobiles in an amount of not less than \$1,000,000. Combined Single Bodily Injury and Property Damage.
- Umbrella Liability in an amount of not less than \$1,000,000 per occurrence.
- Professional Liability coverage in an amount of not less than \$1,000,000, annual aggregate applicable to this project. If such coverage is underwritten on a Claims-made basis, coverage must be maintained for a period of three (3) years from the completion of the contract.
- Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

At the request of the City, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the City prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the City shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the City and save harmless the City from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the City may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the City by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The city may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the City all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the City shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the City to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the City and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the City. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the city and the Vendor.
- d. Confidentiality. The Vendor shall not, without the City's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the City and to such of the City's architects, designers, vendors and lenders, and such other parties, as the City shall reasonably request, in such form as the City shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the City requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the City including written agreement as to the method and amount of compensation for such additional services.
- g. Disputes. All claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the City, nor any participant with the City, shall be personally liable to the Vendor hereunder, for the City's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the City for the satisfaction of any liability of the City hereunder. In no event shall the City ever be liable to the Vendor for indirect, incidental or consequential damages.
- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The City's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the City for all damages incurred by the City as the result of the vendor's failure to perform in conformance with the terms

and conditions of this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights or remedies provided by law. The City may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

- k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

- a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.
- c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

- a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.
- c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.
- d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

- a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.
- b. The city is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the City to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the City shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the City is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B

SCOPE OF SERVICES

Exhibit C

PRICING PROPOSAL