

CITY OF EVERETT

MASSACHUSETTS



REQUEST FOR PROPOSALS FOR FIRE CHIEF SOLE ASSESSMENT CENTER

Contract Number 24-30

October 2023

THIS PAGE IS INTENTIONALLY BLANK

CITY OF EVERETT

484 BROADWAY
EVERETT, MA. 02149

REQUEST FOR PROPOSALS "FIRE CHIEF ASSESSMENT CENTER", Contract 24-30

The City of Everett, Massachusetts is requesting proposals for "**FIRE CHIEF SOLE ASSESSMENT CENTER**", Contract 24-30.

To receive a copy of the Request for Proposals (RFP), please visit [Purchasing - Everett, MA - Official Website \(cityofeverett.com\)](http://cityofeverett.com)

All proposals shall be submitted to the following address by November 1, 2023 at 1:00 p.m.

City of Everett
Purchasing Department – Room 14
RFP Enclosed project 24-30
484 Broadway
Everett, MA 02149

The contract will be awarded under the provisions of M.G.L. c. 30B, §5.

Each proposal shall be submitted in accordance with the RFP. If, at the time of the proposal due date, the 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.

If any changes are made to this RFP, an addendum will be issued. Addenda will be posted to the City's Website. The City assumes no responsibility if a prospective vendor's designated email address is not current, or if technical problems, including those with the prospective vendor's computer, network or internet service provider (ISP) cause email communications sent to/from the vendor(s) to be lost or rejected by any means including email or spam filtering.

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

The City of Everett reserves the right to reject any and all Proposals, or to award or not to award the contract for any reason the Mayor determines to be in the City's and/or the public's best interest.

THIS PAGE IS INTENTIONALLY BLANK

The City of Everett seeks a consultant firm, or individual who will run a Sole Assessment Center to help the City chose its new Fire Chief.

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal from an individual consultant or firm a Request For Proposals (RFP) using comparative judgments of technical factors and not price alone must be considered. The RFP process will enable the City to apply qualitative ratings to candidates whose key project personnel have extensive experience providing similar services to other similarly situated cities, particularly where they have been able to work within local objectives and policies within a municipality.

Award will be made to the most qualified responsible and responsive respondent for services based on criteria outlined within this RFP.

EVALUATION OF PROPOSALS There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made. The Technical Proposals shall be evaluated by a person or committee, who shall prepare their evaluation instructions based on the criteria contained herein.

Upon completion of the technical evaluation, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible respondent whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City. All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

GENERAL INSTRUCTIONS

1. This contract is being awarded under the provisions of MGL c 30B. Attention of both parties is directed to all applicable Sections of the General Laws of the Commonwealth of Massachusetts, and Municipal Ordinances and By-Laws, as most recently amended, which govern the award of this contract. They will be deemed to be included in the contract the same as though written out in full.
2. No proposal received after the closing time and date established in the Request for Proposals will be considered regardless of the cause for delay.
3. Any Respondent may modify their proposal at any time prior to the scheduled closing time for receipt of proposals provided such is received by the Purchasing Office prior to the closing time, and provided further that the final prices or terms will not be disclosed to the City until the sealed proposal is opened.

Any proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Proposals. No Respondent may withdraw a proposal within 60 days (Saturdays, Sundays and holidays excluded) after the actual date of the opening thereof.

4. You may obtain a copy of the proposal forms, specifications and other contract documents through [Purchasing - Everett, MA - Official Website \(cityofeverett.com\)](http://cityofeverett.com)
5. Respondents must thoroughly examine the documents, including all addenda and requirements for certificates of insurance, bonds, etc. Failure of any Respondent to acquaint himself with the proposal and contract documents shall in no way release that Respondent from the obligations with respect to his proposal.
6. Proposal forms shall be completely filled in and signed by the Vendor. Forms which are incomplete or obscure, or which contain work not in accordance with the specifications will be rejected.
7. Each proposal must be submitted on the prescribed forms which are included as pages of this document. All blank spaces for requested prices must be filled in, in ink or typewritten, and must be legible.
8. By submitting his Response, the Respondent agrees to execute the contract, to provide insurance certificates, and to commence work within the time limits stated in the Contract Documents. If the successful Respondent does not meet these requirements, the City may then, at its option, award the contract to the next most highly rated Respondent, or rebid the contract if determined by the Mayor to be in the public interest to do so.
9. **RESPONSIVE** Respondents are those that submit all required proposal forms properly prepared, will demonstrate satisfactory experience and qualifications and will propose equipment and services, which meet the scope of work.
10. The City reserves the right to reject any Respondent who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the Respondent has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
11. **INSURANCE REQUIREMENTS** The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Vendor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the City.

The City is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

General Liability: At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit

Workers' Compensation Insurance: Per M.G.L. c. 152 as amended.

Property Coverage: for materials and supplies being transported by the Vendor, as the City's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

12. The City of Everett, acting by its Mayor, reserves the right to waive minor informalities, award the contract, or to reject any and all Proposals if it is in the public interest to do so.
13. By submitting this proposal, the Respondent agrees to execute the contract, to provide insurance certificates, and to commence work within the time limits stated in the Contract Documents.
14. The City of Everett is an exempt purchaser under Massachusetts Laws.
15. The City of Everett accepts no responsibility and will provide no accommodation to Respondents who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Everett.

REQUEST FOR INTERPRETATION/ADDENDA

1. Respondents shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents.
2. Questions concerning this Request for Responses must be submitted in writing to Allison Jenkins via allison.jenkins@ci.Everett.ma.us. The City will only answer such requests if received by noon **7 days prior to the deadline to submit a response**.
3. Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.

**PROPOSALS:
EACH PROPOSAL MUST CONTAIN 2 ENVELOPES:**

Please note the envelopes (packages) may be sent in a single envelope (package, box, carton, etc.) provided that all the separate envelopes are individually sealed and clearly marked as noted.	
City of Everett 24-30 Fire Chief Assessment Center TECHNICAL PROPOSAL	City of Everett 24-30 Fire Chief Assessment Center PRICE PROPOSAL

ENVELOPE 1 - TECHNICAL PROPOSAL – As this is an RFP, respondents shall submit (i) Seven (7) copies of the Technical, or non-price Proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a Price Proposal. 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 than the Price Proposal.

- Executive summary of the highlights of the proposal, not to exceed 1 page in length, and conveying the respondent’s understanding of the purpose and expected outcomes of the project.
- A list of key personnel, with resumes, who would be involved with the tasks outlined in the Scope of Work and their experience/expertise with each task.
- A work plan that includes a clear schedule for annual tasks and ongoing tasks, with time built in for unanticipated time-sensitive tasks, as well as a description of approach, methodologies, and frequency of reporting out to the member communities. Responses that fail to include a work plan will not be considered.
- A detailed budget that itemizes staff time, materials, travel and any other expected expenses related to the project task and deliverables.
- Qualification and Reference Statement
- Certificate of Non-Collusion
- Tax Compliance Certification

ENVELOPE 2 - PRICE PROPOSAL:

- Seven (7) copies of the Price Proposal Form

END OF SECTION

SCOPE OF WORK

This will be an Education and Experience Sole Assessment Center

The Sole Assessment Center will be restricted to Everett Fire Department Candidates (EFDC) eligible under Chapter 31.

The Sole Assessment Center will be held no earlier than three months following the initial announcement of the assessment center date.

The City will require the vendor to convene at least two orientation sessions and at least two preparation sessions with candidates.

At the time the Sole Assessment Center date is announced, the City will provide notice of relevant materials, books, policies, and areas of study that may be subject of the Assessment Center.

The City will not charge a fee to EFDC to participate in Sole Assessment Center, including any evaluation of education and experience.

The Sole Assessment Center staff will provide feedback to unsuccessful EFD candidates.

Project Summary

Rule for Award

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

Background

The City of Everett is a Civil Service Community to hire a consultant to develop, construct, validate, administer and score a Fire Chief sole assessment center to count as 100% scoring and ranking candidates. The assessment center for these positions will contain a sufficient number of exercises to reasonably measure candidates for the position being tested; and, to measure the skills, knowledge and abilities of each candidate within the most critical dimensions for the position pursuant to the relevant job analysis. Exercises should also generally provide candidate assessment in the performance of complex supervisory, administrative and managerial functions.

The Everett Fire Department is staffed as follows:

1	Fire Chief	6	Deputy Chiefs
14	Captains	12	Lieutenants
77	Firefighters	1	Opioid Councilor
1	Principal Clerk		
1	Administrative Assistant		

The City of Everett operates with an elected 11- member City Council and has an elected Mayor. **The Mayor is the Appointing Authority for the Fire Chief. The position is covered by Civil Service.**

The primary consideration in developing dimensions and exercises must be to determine those which most satisfactorily identify the potential of the candidates to fill the position of Fire Chief. The job-related exercises must measure critical skill dimensions for the position, which may include but not be limited to, areas of communication including comprehension, planning, problem solving, administrative and operational skills, subordinate development or supervision; as well as judgment, analytical thinking, problem analysis and reasoning abilities.

Exercises or dimensions to be utilized must be defined in the submission materials. As example, but not by way of inclusion or limitation, the definitions should be similar to examples as listed below:

- **Oral Communication – effectiveness of expression in individual and group situations (including gestures and non-verbal communications)**
- **Written Communication – effectiveness of expression in writing**
- **Interpersonal Insight – perception and reaction to the needs of others**
- **Problem Analysis – skill in identifying problems, securing relevant information and identifying possible causes of problems**
- **Judgment – ability to develop alternative solutions to problems, evaluate courses of action and identifying possible causes of problems**
- **Decisiveness – readiness to make decisions, render judgment, take action or commits oneself**
- **Delegation and Control – effective use of subordinates and establishment of procedures to monitor and regulate their activities**
- **Planning and Organization – ability to efficiently establish appropriate course of action for self or others to accomplish a specific goal, make proper assignments of personnel and appropriately use resources**
- **Knowledge and Experiences – thorough knowledge of and experience with: modern fire practices in a congested urban community; state of the art management tools and methodologies in a governmental agency; and budget preparation.**
- **Working Knowledge of the Fire Department Operating Budget**

The desired services which must be included in this sole assessment center process are as follows:

- **Conduct at least one personal interview with the Mayor, Human Resources Director, other Senior Staff members (TBD), the Selection Panel, and current Acting Chief to understand the demographics and needs of the Fire Department and the desired Assessment Center exercises. These interviews shall be conducted before designing the Sole Assessment Center.**
- **Construct a Sole Assessment Center using information given by the persons above and/or data obtained through research and public input and provide written booklet for the city's review and approval.**

- The desired sole assessment center will contain between five (5) and seven (7) assessment exercises, all of which assess the following skills:
 - (1) Oral and Written Communication
 - (2) Interpersonal Insight
 - (3) Problem Analysis
 - (4) Judgement/Decisiveness
 - (5) Delegation and Control
 - (6) Planning and Organization
 - (7) Knowledge and Experience
 - (8) Leadership Skills

- Act as liaison with Massachusetts Human Resources Division to construct the Sole Assessment Center and to develop the job posting.
- Meet with the candidates to explain a Sole Assessment Center.
- Implement the Sole Assessment Center, including the recruitment of assessors, for up to seven (7) candidates.
- Prepare a written recommendation to the Mayor (appointing authority) to be submitted with the written results of the Sole Assessment Center.
- Meet with each candidate to provide coaching, feedback and provide written summary of candidates' performance.

END OF SECTION

SPECIFICATIONS / REQUIREMENTS

CONSULTANT QUALIFICATIONS MINIMUM EVALUATION CRITERIA

Specifications / Requirements

The Vendor must have the professional qualifications to evaluate a Massachusetts municipal fire chief position. The Vendor must be familiar with and reasonably adhere to Guidelines and Ethical Considerations for Assessment Center Operations (International Congress on Assessment Center Methods (2015 or as subsequently amended)). The Vendor must have evaluative staff who have attained at least a Bachelor's degree, and preferably a Master's Degree in a relevant field; and who have served as or are professionally familiar with the work of a fire chief and/or the Assessment protocol and evaluation for that position.

Experience

The Vendor and its key personnel must satisfactorily have performed (or the functional equivalent) a minimum of three (3) municipal assessments for the promotional positions being tested or other supervisory rank within a Massachusetts fire department or similar.

The Vendor must provide names and contact information of five (5) municipal or local government clients for which relevant consulting services have been conducted within the past five (5) years. Include client name, address, contact person, telephone number, dates of service, date ranges and scope of work performed. Also give project title and short description. Poor references may be a basis for a determination that the Vendor is not a responsible contractor.

Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirements form, below, and submit it with your completed proposal. The City of Everett may disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1, 2, 3, and 4 or a failure to respond to any of the following minimum standards, may result in disqualification of your proposal.

Quality Requirements	YES	NO
The prospective consultant must demonstrate a minimum of three (3) years' experience in providing assessment center design and implementation with at least one assessment center performed specifically for the hiring of a municipal police chief of similar size and scope to those of this project.		
Key staff persons assigned to this project must be experienced and have completed at least three (3) similar assignment projects with similar scope and scale		
Demonstrated experience of proposer and ability to complete projects on a timely basis, by referring to the specific work tasks listed in this RFP and by submitting references and work experiences that support the demonstrated experience and ability.		

Proposer understands and meets all specifications/requirements laid out in this RFP.		
Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Other/additional minority designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1, 2, 3 and 4 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization.

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators’ analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

Factor 1: Quality Of The Response	
Highly Advantageous	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the City’s needs. The Vendor offers exceptional standards and analysis including validation techniques and development of ethical considerations.
Advantageous	The proposal is complete and addresses the scope of services and the Vendor meets all the quality requirements.
Not Advantageous	The proposal is incomplete/is not clear whether it satisfies the scope of services, but the Vendor meets the all the quality requirements.

Factor 2: Experience In Conducting Assessment Centers	
Highly Advantageous	The consultant team has demonstrated expertise in successfully designing and conducting assessment centers.
Advantageous	The consultant team has demonstrated reasonable experience designed and conducted designing and conducting assessment centers.
Not Advantageous	The consultant team has limited or no previous experience in designing and conducting assessment centers.

Factor 3: Depth Of Experience Conducting Assessment Centers Under A Delegation Agreement From The Commonwealth Of Massachusetts Human Resources Division	
Highly Advantageous	The consultant team has extensive experience working with the Human Resources Division in designing and conducting approved promotional Assessment Centers under a delegation agreement in multiple (4+) instances within the past 5 years.
Advantageous	The consultant team worked with the Human Resources Division in designing and conducting an approved promotional Assessment Centers under a delegation agreement in two or three instances.
Not Advantageous	The consultant team has no experience in working with the Human Resources Division in designing and conducting an approved promotional Assessment Centers under a delegation agreement.
Factor 4: Project Approach	
Highly Advantageous	Proposal demonstrates that it will meet all requested services as contained within Scope of Services sections of RFP and provides additional services determined to be of value to the City.
Advantageous	Proposal demonstrates that it will meet all requested services as contained within Scope of Services sections of RFP
Not Advantageous	Proposal contains some deviation from the City’s requested services as contained within Scope of Services sections of RFP.

Factor 5: References From Municipal Or Local Government Clients	
Highly Advantageous	Vendor provides five (5) or more references that give the vendor an overall rating of “highly advantageous”.
Advantageous	Vendor provides five (5) or more references that give the vendor an overall rating of “advantageous”.
Not Advantageous	Vendor provides five (5) or more references that give the vendor an overall rating of “not advantageous”.

Period of Performance

The period of performance for this contract begins on or about November 15, 2023 and ends on or about February 14, 2024.

Place of Performance

All services, delivery, and other required support shall be conducted in Everett and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Everett, Massachusetts, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict-of-Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Deliverables

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

END SECTION

**PLACE IN SEPARATE ENVELOPE FROM the TECHNICAL PROPOSAL
PRICE PROPOSAL FORM
CONTRACT 24-30 - FIRE CHIEF ASSESSMENT
CENTER**

If the Price Proposals is found within the Technical Proposal, the proposal will be automatically disqualified.

Attached to this pricing sheet include:

1. Complete rate structure including all hourly rates by discipline/position and any other associated charges.

Title	Names	No. of Hours	Hourly Rate	Total
Project Manager	Jane Doe	10	\$50	\$500

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

This proposal **MUST** be signed by authorized individual(s). The proposal must be signed as follows: 1) if the respondent is an individual, by her/him personally; 2) if the respondent a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

By signing this form, the Respondent confirms compliance with applicable state and federal employment laws or regulations, including Worker’s Compensation Insurance as required by M.G.L. Chapter 152.

Business Name: _____

Business Address: _____

City/State/Zip: _____

Signed: _____

(Date)

Printed Name: _____ Title: _____

F.I.D. #: _____

Telephone: _____ Fax: _____

Email address: _____

The undersigned agrees that, if s/he is selected as general Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this proposal.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned certifies under penalties of perjury that all information contained in the required is accurate and complete.

Date _____

(Name of Respondent)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the respondent is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal 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.

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 Vendors, and withholding and remitting child support.

*Your social security number 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.

Signature of authorized person

Date

Printed Name

Name of business

*Social Security Number or Federal
Identification Number

THIS PAGE IS INTENTIONALLY BLANK

**CITY OF EVERETT
RESPONDENT'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining respondent responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED? NO YES, IF YES, STATE OF INCORPORATION: _____

4. How many years have you or your firm provided Production Plan? _____

5. How many Massachusetts municipal clients have you provided a strategic plan to? _____

6. LIST ALL PRODUCTION PLAN CONTRACTS CURRENTLY ON HAND:

7. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
 YES NO
IF YES, WHERE AND WHY?

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO
IF YES, PROVIDE DETAILS.

8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING QUOTED. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY PROPOSAL CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #:(_____)

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #:(_____)

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #:(_____)

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Respondent's qualifications and experience.

DATE: _____ RESPONDENT: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

SAMPLE DO NOT RETURN

CONTRACT FOR SERVICES

CITY: The City of Everett

VENDOR:

PROJECT:

DATE:

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:

**MINIMUM
INSURANCE LIMITS**

The City is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

General Liability:

At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit

Automobile Liability:

At least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance: Per M.G.L. c. 152 as amended.

Property Coverage: for materials and supplies being transported by the contractor, as the City's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY:

VENDOR:

By:

By:

Title: Mayor _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. 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:

- a. 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.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance following the same form as the Contractor's underlying General Liability, Automobile Liability and Employer's Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the City prior to the commencement of the Services to be rendered by the Vendor 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 clause a, d and e, above, 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.

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