REQUEST FOR PROPOSALS AND PRICE PROPOSALS

24-56 CAREER TECHNICAL EDUCATION (CTE) – PROJECT CONSULTANT

## PROPOSALS DUE:

**July 3, 2024 1:00 p.m.**

Late Proposals Cannot Be Accepted

## DELIVER COMPLETED SUBMISSIONS TO:

**CITY HALL**

**Purchasing Department Room 14**

**484 Broadway**

**Everett, MA 02149**

Career Technical Education (CTE) – Project Consultant

INFORMATION FOR PROPOSERS

Everett Public Schools (EPS) is seeking the services of a professional consultant to analyze and evaluate career technical education program(s) (CTE) and enrollment(s).

Sealed technical qualifications and priced proposals are requested to provide the Everett Public Schools, with data by accessing current Career Technical Education Program enrollments and making recommendations on program offerings

Proposals will be received at Everett City Hall, Purchasing Office – Room 14, 484 Broadway, Everett, MA 02149 by **JULY 3, 2024** **at 1:00 PM.,** local time, on and will be opened in accordance with MGL Ch. 30B.

The RFP can be found here: [Purchasing - Everett, MA - Official Website (cityofeverett.com)](https://cityofeverett.com/city-hall/departments/finance-department/purchasing/#BidOpportunities).

Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw a bid within 30 work days after the actual date of the opening thereof.

Proposals must be submitted on the prescribed forms plus additional materials as appropriate.

All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, the address, and the name of the project for which the proposal is submitted.

Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criterion and base their award decision on the most advantageous proposal taking into consideration the qualifications of the vendor along with the submitted pricing. The best overall proposal is not necessarily the proposal receiving the highest rating for the “Competitive Evaluation Criteria” nor the proposal with the most inexpensive contract terms.

The City may make such investigations as it deems necessary to determine the ability for the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose. The City reserves the right to reject any proposal if the evidence submitted by or the investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract. The City reserves the right to reject any or all proposals if it would be in the public interest to do so.

The investigation of a proposer will seek to determine whether the organization is adequate in size and experience, and whether available equipment and financial resources are adequate to assure the City that the work will be completed at a rate and in a manner consistent with that required. The amount of other work to which the proposer is committed will also be a consideration in establishing that a bidder is a “responsible and eligible bidder” in conformity with the requirements of this Contract.

Addenda and Interpretation

All questions by prospective proposer as to the interpretation of the Information for Proposers, form of proposal, form of contract, specifications, or bond must be submitted in writing to Allison Jenkins via email at [allison.jenkins@ci.everett.ma.us](mailto:allison.jenkins@ci.everett.ma.us%20) at least five (5) days before the date herein set for the opening of proposals.

EVERETT PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

24-56 CTE

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws c. 30B. Procedures under this invitation require separate submission of technical qualifications and price proposals. Technical qualifications will be evaluated without knowledge of prices by a committee appointed by the Superintendent. The committee will determine the most advantageous proposal after taking into consideration the evaluation of technical qualifications made by the review team together with a consideration of prices.

Any questions pertaining to this request for proposals are to be directed to Allison Jenkins at [Allison.jenkins@ci.everett.ma.us](mailto:Allison.jenkins@ci.everett.ma.us). .

## PROPOSAL SUBMISSION PROCEDURE

**Proposals are to be sent to:**

Everett City Hall

Purchasing Office – Room 14

Attn: Allison Jenkins

484 Broadway

Everett, MA 02149

**By JULY 3, 2024 at 1:00 pm, at which time they will be opened in accordance with MGL Chapter 30B.**

Proposals received after that date and time will not be accepted.

**NOTE**: Price proposals must be kept **entirely separate** from technical proposals.

**One (1)** original of each proposal and three (3) unbound copies shall be submitted as follows:

Technical Qualifications shall be submitted on the form furnished and sealed in an envelope marked: Proposal Envelope A – Technical Qualifications

24-56 CTE Project

Bidder’s Name

Price proposals shall be submitted on the form furnished and sealed in an envelope marked: Proposal Envelope B – Price Proposal CTE Project

Bidder’s Name

Prices must be submitted for each year of the contract on the form provided.

## CONTRACT PERIOD

The contract period is anticipated to be from July 1, 2024 – June 30, 2025 with an option to renew for two (2) additional one (1) year terms at the sole option of the EPS.

Vendors should provide a detailed timeline for implementation.

Award will be made within ten (10) days from the proposal submission date unless the time is extended by consent of all parties concerned.

The EPS reserves the right to amend the contract to meet changing requirements and/or to cancel the contract resulting from this RFP upon thirty (30) days written notice.

Award, payment, and performance obligations in the present and succeeding fiscal years shall depend on availability and appropriation of funds.

## Priorities and Objectives:

* Analyze and Evaluate Career Technical Education Program Enrollment.
* Assess current Career Technical Education Programs and make recommendations on program offerings or current program adjustments.
* Evaluate the current Career Technical Education Program Budget; analyze spending trends including costs, expenses, and future budgeting needs.
* Assist in developing materials and conducting outreach for the hiring of the District’s Career Technical Education Director.
* Facilitate meetings to develop local and national partnerships with Career Technical Education Associations, applicable trade Unions, state and federal agencies, and grant funders.
* Recommend opportunities for partnerships and collaborations regarding student internships and career pathways.

## EVALUATION OF PROPOSALS

1. MINIMUM EVALUATION CRITERIA

Each technical proposal shall first be reviewed to ascertain whether or not the following minimum evaluation criteria have been met:

1. The proposing firm must be an established business, corporation, partnership, firm or individuals who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required. The proposal shall provide the name, address, and telephone number of at least three references.
2. The proposing firm must not be debarred under M.G.L., chapter 149, section 44C or disqualified under M.G.L., chapter 7, section 38D, as applicable.
3. General Law Chapter 74 Educator Licensure
4. Demonstrated ability to administer and evaluate programs in relation to the Massachusetts Division of Occupational Licensure
5. 10+ years of experience of developing partnerships and collaborations around Career Technical Education in Massachusetts (including, but not limited to working with state agencies, the Massachusetts Association of Vocational Administrators, and other).
6. Considerable experience and familiarity with the requirements of Massachusetts Chapter 74 Vocational Technical Program requirements, including but not limited to space requirements, safety requirements and academic requirements.
7. Experience creating and/or piloting new vocational technical programs and frameworks in Massachusetts.
8. Thorough understanding of the programmatic requirements of the Chapter 74 Frameworks in Massachusetts; including the 45 program areas in 11 Industry clusters. (comprehensive knowledge of the four common frameworks that apply to all programs: Safety & Health, Essential/Employability Skills, Management & Entrepreneurship, & Digital Literacy).
9. Experience administering pathways for Career Technical Education students including articulation agreements that lead to college credit.

Data Collection and Reporting:

* Develop two comprehensive reports based on the RFP priorities. The first report will be submitted within three months of the project and include an analysis of enrollment, budgeting and program administration. This report will include recommendations to the Everett Public Schools based on research and best practices of CTE programs in Massachusetts. The Final Report in June will be a comprehensive report of the analysis, recommendations and program implementation strategies undertaken in the 2024-2025 academic year, as well as recommendations for further program review and possible expansion for subsequent years.

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the superintendent. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this below.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criterions may contain ratings of

Unacceptable

Non-Advantageous Advantageous Highly Advantageous

**An “Unacceptable” rating in any one of the criterions will eliminate the proposal from further consideration.**

The City reserves the right to award the contract to the responsive and responsible proposal which best meets the City’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing, specifying in reasonable detail the basis for determining that the City should award the contract to a different proposal.

***Comparative Evaluation Criteria***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Scope** | **Highly Advantageous** | **Advantageous** | **Non-advantageous** | **Unacceptable** |
| 1.Proposal spoke to having experience analyzing and evaluating Career Technical Education Program (Chapter 74) Enrollments. |  |  |  |  |
| **2.** Proposal demonstrated experience assessing Career Technical Education programs and making recommendations on new program offerings or current program adjustments. |  |  |  |  |
| **3.** Consultant hasat least 10 years of experience in developing partnerships and collaborations around Chapter 74 Career Technical Programs. |  |  |  |  |
| **4.** Proposal **d**emonstrates significant knowledge, understanding and experience working with Chapter 74 Career Technical Education Frameworks. |  |  |  |  |
| **5.** Consultants and Team Members have Chapter 74 Educator Licensure. |  |  |  |  |
| **6.** Project Consultant has demonstrated experienceadministering pathways for Career Technical Education students including articulation agreements that lead to college credit. |  |  |  |  |
| **7.** Proposal highlighted experience administering and evaluating programs in relation to the Massachusetts Division of Occupational Licensure. |  |  |  |  |
| **8.** Proposal cost was under $99,000 for period beginning September 1, 2024 and going to June 30, 2025 (for up to 20 hours of work per week). |  |  |  |  |

Other: Please share any uniquely qualifying attributes of the proposal:

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

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| **PROPOSAL REQUIREMENTS** |

Three (3) copies of each proposal and an unbound original.

## TECHNICAL QUALIFICATIONS SHOULD RESPOND TO THE FOLLOWING IN A WELL CRAFTED

**NARRATIVE.** The Technical Qualifications submittal must also include Exhibit 1 filled out as completely as possible.

* 1. The date the company was started and the number of consecutive years the proposer has been advising and working with Career Technical Education Programs in Massachusetts.
  2. Samples of work outputs demonstrating knowledge of Career Technical Education Pathways and Programs.
  3. Any exception, deviation, or alternate to any requirements listed in the following sections. If no exception, deviation, or alternate to any specified requirement is stated, it is conclusively understood that the specification will be met.

## PRICE PROPOSAL

Costs should be quoted on the form supplied by the City. Any potential or alternate costs not listed on the City’s form should be separately listed by the proposer and attached to the City form.

|  |
| --- |
| **PROPOSAL SUBMISSION REQUIREMENTS** |

Two separate sealed envelopes, one containing the technical proposal marked “**CTE – Technical Qualifications**” and one containing the price proposal marked “**CTE – Price Proposal**” must be received per the time frame outlined. It is the sole responsibility of the proposer to ensure that the proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal:

* 1. Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
  2. An expanded narrative of services for all work required.
  3. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included;
  4. Work plan and schedule, which reflects timetable for completion of project;
  5. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project.
  6. All requested forms completed and signed.

**TECHNICAL QUALIFICATIONS FORM**

**(Envelope A)**

The undersigned, hereafter called the proposer, having fully familiarized him/herself with all of the request for proposal documents, hereby agrees and declares:

1. That prices inserted in the Price Proposal (Envelope B) cover all necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M. G. L. c. 62C, § 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
3. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

The following items are to be completed by the Proposer:

Our Company is: A Corporation

A Partnership

Individually Owned

Other

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

Social Security or Federal Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature Date

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

Print Name Title

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

Company Address

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

City State Zip Code

Telephone Number:

E-mail address:

Please include with the **“Technical Qualifications Form”**

1. The date the company was started and the number of consecutive years the proposer has been providing similar services.
2. The name and address of all municipalities and public schools to which the proposer is or has provided CTE services in the Commonwealth of Massachusetts and any significant municipal or school clients located elsewhere in New England.

**PRICE PROPSAL FORM**

TO BE SUBMITTED IN ENVELOPE **B**

The indicated prices below are for the services that are detailed in the technical qualification’s submittals. The contract period shall be from July 1, 2024 until June 30, 2024 with an option to renew for two (2) one (1) year periods at the sole option of the EPS.

Vendors must sign this form below. By signing this form, vendors are attesting to the validity of their prices which shall remain firm and true throughout the course of the contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Title | Hourly Rate | Estimated Hours | Estimated Total |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

TOTAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature Date

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

Print Name Title

**(Please complete and submit with your price proposal, if applicable)**

# CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of held on at which all the Directors were present or waived notice, it was voted

that , of this company, be and he/she 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 or obligation in this company’s name on its behalf by , shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk

Date of this Contract:

I hereby certify that I am the Clerk of , that

is duly elected 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.

Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF .

Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

# REQUIRED CERTIFICATIONS

# CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

# CERTIFICATION AS TO COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L. c. 62C, § 49A, I hereby certify under penalties of perjury that the entity listed below has to the best of my knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

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

Social Security or Federal Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature Date

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

Print Name Title

Sample of contract with the City of Everett’s Terms and Conditions your firm will sign.

Do not return with your proposal.

**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.

[X] 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: July 1, 2024 – June 30, 2025

Exhibit A B C D

Attached [X] [X] [X] [X]

Not Attached [ ] [ ] [ ] [ ]

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

Date Signed

**CITY OF EVERETT:**

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

Allison Jenkins Date Signed

Chief Procurement Officer

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

Eric Demas Date Signed

Chief Financial Officer/City Auditor

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Colleen Mejia, Esq. Date Signed

City Solicitor

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

Carlo DeMaria Date Signed

Mayor

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**

PRICE PROPOSAL