



**REQUEST FOR PROPOSALS AND PRICE PROPOSALS**

**25-15 Service Desk and Infrastructure Support with  
Virtual CISO  
PROPOSALS DUE:**

**October 16, 2024 at Noon**  
Late Proposals Cannot Be Accepted

**DELIVER COMPLETED SUBMISSIONS TO:**

**CITY HALL**  
Purchasing Department - Room 14  
**25-15 Proposals Enclosed**  
484 Broadway  
Everett, MA 02149

**CITY OF EVERETT  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS # 25-15**

The City of Everett (City) invites sealed proposals from Consultants for **Service Desk and Infrastructure Support with Virtual CISO contract no. 25-15**.

The Everett Public School District (EPS) seeks proposals from qualified Managed Security Service Providers (MSSP) to provide comprehensive IT management and information security services. The selected vendor will act as the district's IT department, managing all aspects of IT infrastructure, help desk, and security operations, including the provision of a Virtual Chief Information Security Officer (vCISO) to oversee security policies and risk management. The MSSP will ensure the district's technology operates efficiently, securely, and in compliance with federal and state regulations, while supporting the district's mission to provide a secure, efficient learning environment for students and staff.

The goal of this project is to enhance organizational efficiency and security through the integration of a comprehensive Service Desk and Infrastructure Support system, supported by the expertise of a Virtual Chief Information Security Officer (vCISO). The initiative aims to streamline IT support processes, ensure robust infrastructure management, and elevate the organization's cybersecurity posture by implementing best practice Service Level Agreements (SLAs) for classroom technology, user devices, and infrastructure systems, along with a ticketing system that includes asset management.

All bids must be submitted as physical copies, and all submissions are **due by** October 16, 2024 at noon. Electronic copy proposals will not be accepted by the Awarding Authority.

Proposal Documents will be available to download from [Purchasing - Everett, MA - Official Website \(cityofeverett.com\)](https://www.cityofeverett.com) at 9 am September 30, 2024.

Each Proposal shall be submitted in accordance with the Instructions within the RFP. It is the responsibility of prospective proposers and or bidders to check with the City of Everett for new information, any addenda, or modifications to any solicitation.

The City assumes no responsibility if a prospective proposer's designated email address is not current, or if technical problems, including those with the prospective proposer's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective proposer to be lost or rejected by any means including email or spam filtering

Award will be made to the most advantageous proposer for services.

The term of the contract shall extend for one year from the date of execution and renewable for a term of two additional one-year terms at the sole discretion of the City.

Renewal will be contingent upon a yearly evaluation of the vendor's performance, including adherence to Service Level Agreements (SLAs), overall service quality, and responsiveness. This performance review will be conducted at the end of each contract year by the District's Chief Technology Officer.

All proposals are subject to the provisions of M.G.L. c.30B, §6. As such, proposers' submissions shall consist of two (2) parts: (i) a Technical Proposal, which shall include everything responsive to the RFP except price and (ii) a Price Proposal, setting forth the proposer's bid price.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition,

the City reserves the right to waive minor informalities in any or all proposers, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS No. 25-15**

**DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for Service Desk and Infrastructure Support with vCISO to advise and update the Everett Public Schools (EPS) (“Services”), comparative judgments of technical factors, in addition to price, will be necessary. Subject matter expertise in IT infrastructure management, helpdesk operations, cybersecurity, and virtual Chief Information Security Officer (vCISO) services, experience and knowledge of the Commonwealth of Massachusetts Statutes and Regulations regarding data security, public school technology infrastructure, and compliance with state educational regulations are required.

EPS is seeking to improve operational efficiency and cybersecurity, past experience and documentation from similar prior work that details methods and demonstrates the ability to meet the services outlined in the RFP is necessary.

The contract will be awarded in accordance with M.G.L. Chapter 30B, §6 using the request for proposals (RFP) procedure.

EPS shall designate an evaluation committee to review, evaluate and rate each proposer’s technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous based on the technical and price proposals.

**SCOPE OF SERVICES**

This Request for Proposal is being issued to hire a Managed IT and Information Security firm to advise and update the IT infrastructure, service desk operations, and cybersecurity posture of the Everett Public Schools (EPS). The firm must have documented experience in IT management, helpdesk support, cybersecurity services, and working with K-12 public school systems. The District has been appropriating monies for its IT infrastructure improvements and security updates per a planned funding schedule. The successful Proposer must be prepared and committed to deliver the updated IT service desk and infrastructure support, including asset management and compliance with cybersecurity standards beginning October 30, 2024.

**1.1 Help Desk Support**

The selected MSSP will provide a comprehensive Help Desk Support service for all district staff and students. The help desk must be available via phone, email, and an online ticketing system during regular school hours and extended hours for critical times such as committee meetings, extracurricular activities, and school events. Proposals must outline their ticket management system, escalation procedures, and support protocols for both remote and onsite assistance. Timeliness in resolving IT issues, particularly those impacting classroom technology, will be prioritized.

**1.2 Infrastructure Support**

The vendor will be responsible for managing and maintaining the district’s entire IT infrastructure. This includes ensuring connectivity for routers, switches, and WiFi access points, managing server environments, supporting cloud services (such as Zoom, Google Workspace, and Canvas), and implementing data backup and recovery protocols. The MSSP must also provide endpoint management for all student and staff devices, along with firewall monitoring and network security management. Best practices for a K-12 school district should be followed to ensure minimal disruption to the educational environment.

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### 1.3 vCISO Services

The vendor will provide Virtual Chief Information Security Officer (vCISO) services to oversee the district’s information security strategy. The vCISO will be responsible for conducting risk assessments, managing security policies, providing security awareness training, and responding to incidents. Additionally, the vCISO will ensure the district remains in compliance with FERPA, HIPAA, and other federal/state data protection regulations. The vCISO will also report regularly to the chief information officer on the security posture of the district and make recommendations for continual improvement.

### 1.4 Reporting and Metrics

The selected MSSP will be required to provide detailed reports on IT and security performance. Reports should be delivered monthly or quarterly, covering metrics such as response times for help desk tickets, network uptime, security incident response times, and overall satisfaction rates among district staff. Vendors must also participate in regular performance meetings with district leadership to review these reports and address any concerns.

## 2. Service Level Agreements (SLAs)

The MSSP will be required to establish and adhere to strict Service Level Agreements (SLAs) to ensure the highest standards of service delivery. SLAs should cover response and resolution times for help desk tickets, uptime guarantees for critical IT systems, and incident resolution for security events. SLAs must be aligned with the district’s educational goals, minimizing any impact on learning and teaching.

## TECHNICAL PROPOSAL - COMPARATIVE CRITERIA AND STANDARDS

Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Rankings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

1. Quality of reports prepared for other School Districts – rankings will be based on comprehensiveness and clarity of written reports, assumptions, and charts including purpose of the report, plan provisions, potential sources of volatility.	
<b>Highly Advantageous</b>	Reports are over all complete, comprehensible and clear.
<b>Advantageous</b>	Reports are good but left some questions.
<b>Not Advantageous</b>	Reports include necessary materials but the points are less clear.
<b>Unacceptable</b>	Reports are incomplete or not clear.

2. Project Manager's Experience	
<b>Highly Advantageous</b>	The identified Project Manager that will be assigned to this project has completed fifteen (15) or more reports for governmental clients within the prior 36 months.
<b>Advantageous</b>	The identified Project Manager that will be assigned to this project has completed ten (10) but less than fifteen (15) reports for governmental clients within the prior 36 months.
<b>Not Advantageous</b>	The identified Project Manager that will be assigned to this project has completed less than ten (10) but more than five (5) reports for governmental clients within the prior 36 months.
<b>Unacceptable</b>	The identified Project Manager that will be assigned to this project has completed five (5) or fewer reports for governmental clients within the prior 36 months.

3. Experience with Governmental Clients (number of clients)	
<b>Highly Advantageous</b>	The proposing firm has ten (10) or more years of experience in providing actuarial valuation services to governmental clients.
<b>Advantageous</b>	The proposing firm has ten (10) or more years' experience in providing actuarial valuation services and at least five (5) years of experience with governmental clients.
<b>Not Advantageous</b>	The proposing firm has fewer than ten (10) years' experience providing actuarial valuation services outside of but has five (5) or more years of experience in providing actuarial valuation services.
<b>Unacceptable</b>	The proposing firm does not have at least five (5) years of experience providing actuarial valuation services.

4. Project Size Experience	
<b>Highly Advantageous</b>	Proposer has provided similar services within the last 36 months to governmental clients which have 1,000 or more employees and retirees.
<b>Advantageous</b>	Proposer has provided similar services within the last 36 months to governmental clients which have 500 or more employees and retirees.
<b>Not Advantageous</b>	Proposer has provided similar services within the last 36 months to governmental clients which have 100 or more employees and retirees.
<b>Unacceptable</b>	Proposer has provided similar services to within the last 36 months to governmental clients which have 100 or fewer employees and retirees.

5. Methodology and Time Schedule for Completion	
<b>Highly Advantageous</b>	The proposal clearly describes a reasonable and attainable schedule for completing the valuations required by this document in a timely manner. The methodology described in the proposal is clear and data requirements are what are normally expected with a professionally performed actuarial valuation.
<b>Advantageous</b>	The proposal describes a schedule for completing the valuations required by this document in a timely manner. The methodology described in the proposal and data requirements meet the minimum standards for the actuarial valuation required by this document.
<b>Not Advantageous</b>	The proposal does not provide a schedule for completing the valuations required by this document in a timely manner. The methodology described in the proposal and data requirements meet the minimum standards for the actuarial valuation described in this document.
<b>Unacceptable</b>	The proposal does not provide a schedule or methodology to meet the minimum requirements of the document.

6. Quality of the Technical Proposal	
<b>Highly Advantageous</b>	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.
<b>Advantageous</b>	The proposal is complete and addresses the scope of services and the Proposer meets all the quality requirements.
<b>Not Advantageous</b>	The proposal is incomplete/is not clear whether it satisfies the scope of services, but the Proposer meets the all the quality requirements.
<b>Unacceptable</b>	The Vendor does not meet the quality requirements.

7. Presentation. Proposers that meet the Minimum Criteria may be required to make a presentation to the Evaluation Committee.

<b>Highly Advantageous</b>	Proposer offers an exceptionally well-organized and compelling presentation, and demonstrates an ability to effectively communicate ideas and plans. The Proposer responds to Committee questions with factual clear answers, and follows up on Committee requests for additional information promptly (less than 24 hours).
<b>Advantageous</b>	Proposer offers a clear well organized oral presentation, and demonstrates its ability to effectively communicate ideas and plans. The Proposer responds to Committee questions with factual clear answers, and follows up on any Committee requests for additional information (within the time frame agreed to at the presentation, usually not more than two business days) so that the Committee may complete its evaluation in a timely manner.
<b>Not Advantageous</b>	Proposer who offers an unclear and confusing presentation, and does not effectively communicate its ideas and plans, or whose responses to Committee questions are unclear and/or does not follow up on any Committee request for additional information promptly. Failure to provide requested information within the agreed time will be a basis for rejection of the proposal.
<b>Unacceptable</b>	Proposers who decline or do not make a presentation.



## ADDITIONAL CATEGORIES

<b>Evaluation Category</b>	<b>Meets Expectations</b>	<b>Partially Meets Expectations</b>	<b>Does Not Meet Expectations</b>
<b>Compliance with Scope of Services</b>	Fully meets the required scope, including IT management and vCISO.	Meets some but not all aspects of the scope.	Does not address required scope or lacks essential components.
<b>Educational Experience and Understanding</b>	Significant experience and deep understanding of K-12.	Some experience but lacks depth.	Lacks relevant experience or understanding of K-12.
<b>Compliance with Educational Standards</b>	Fully compliant with FERPA, COPPA, and other standards.	Partially compliant, missing some key elements.	Not compliant with required educational standards.
<b>Support for Educational Tools and Platforms</b>	Highly proficient in supporting key tools (e.g. Google Workspace, LMS).	Limited proficiency in supporting key tools.	Not proficient in supporting required tools and platforms.
<b>Student Safety and Digital Well-being</b>	Comprehensive measures for student safety and well-being.	Covers some but not all areas of student safety.	Lacks adequate measures for student safety and well-being.
<b>Training and Support</b>	Offers ongoing training and dedicated support for K-12.	Limited or generic training and support services.	Does not provide appropriate training or support.
<b>Cost-Effectiveness</b>	Clear and competitive pricing with good value.	Offers value but unclear pricing or higher costs.	Not cost-effective or unclear pricing.
<b>Scalability and Futureproofing</b>	Solutions are scalable and future-proof with a growth plan.	Some scalabilities, but limited future-proofing.	Not scalable or future-proof.
<b>References and Past Performance</b>	Strong references with proven K-12 track record.	Average references with inconsistent track record.	Weak references or no relevant past performance in K-12.

## EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract.

## **RULES FOR AWARD**

1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration price and the evaluation criteria set forth in the RFP.
  2. The contract will be awarded within 20 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 apparent most advantageous responsive and responsible offeror.
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## ATTACHMENT A PRICE PROPOSAL

**This Document is to be submitted in a Separate Sealed  
Envelope from the Technical Proposal**  
DO NOT INCLUDE PRICE INFORMATION IN YOUR TECHNICAL PROPOSAL

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

Proposer Acknowledges Addenda# \_\_\_\_\_

This **Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Proposer. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional proposal** and the proposal will be **rejected**.

Procedures under this RFP require proposals to be submitted separately. *In the event that the numeric price and the written price differ, the written price shall prevail.*

The Proposer offers the following prices for the performance required under this Contract a sum NOT TO EXCEED, including all reimbursable expenses.*		
	Description	Cost
A	Annual Fee in Words	\$
B	Set Up Fees (Year 1)	\$
C	Total Charge for Year One (A + B)	\$
Written Price:		
Price in dollars:\$ _____		
* Should the Proposer require additional hours, employees, consultants, subcontractors, or other assistance to complete the work required and/or to meet the performance or quality requirements required under this RFP, the Proposer shall do so at NO additional cost to the City.		

Name of Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Signature of Proposer: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_  
(Print Name) (Print Title)

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

Date: \_\_\_\_\_

Name and email of the individual that will sign the contract if awarded:

\_\_\_\_\_

**ATTACHMENT B**

**TECHNICAL PROPOSAL COVER SHEET**

**DO NOT INCLUDE ANY PRICING IN YOUR TECHNICAL PROPOSAL**

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked  
**“RFP- TECHNICAL PROPOSAL”**

This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Name of Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Signature of Proposer: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_  
(Print Name) (Print Title)

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

Date: \_\_\_\_\_

## ATTACHMENT C

### Technical Proposal Submission Requirements

The **Technical Proposal** must include the following:

1. A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals, (b) a contract is executed, or (c) this RFP is cancelled, whichever of (a), (b), or (c) occurs first. The transmittal letter also must acknowledge any and all addenda filed under this Request for Proposal (RFP).
  2. Proposals must have a **table of contents** to easily identify where the requested information can be found.
  3. Contact information must include name, address, telephone number, fax number, and email address of the individual(s) submitting the proposal, those who may be contacted regarding the submission, and the individual who is authorized to contractually bind the company. This information is to be provided on the **Proposer Information Response** (attached).
  4. Include a **profile of the company** and list of **key personnel** who will be responsible for providing services to the City under this contract. Company information shall include: complete legal name of the Proposer, principal place of business, number of years in business, and description of company organization.
  5. The identification of **other parties/consultants** who have a material role in the project and will work with you to provide these services to the City.
  6. **Project Narrative** including your approach to objectives, specific elements, and tasks associated with services, delineating how the Proposer shall fulfill the Scope of Services (Part 4). The information must include:
    - a. qualifications of the Proposer;
    - b. qualifications of personnel that would be assigned to the project; the Proposer will disclose the location of the staff that will perform the services;
    - c. ability to perform within the time constraints; the Proposer will identify the major tasks in the engagement and show how the Proposer will meet the required timeline for the transition;
    - d. and the Proposer will list all data requirements that the Proposer would require to complete the project and in what type of format that data must be provided.
  7. Proposer must provide three or more **sample reports** prepared for governmental clients as an Appendix to the Proposer's response.
  8. The Proposer must explain and detail what information (data requirements) and/or actions items will be **required of the City** in order to implement the services requested to be provided.
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9. The Proposer must include in its proposal **all information needed** for the Evaluation Committee members to accurately rate each proposal **based on the Comparative Criteria provided**. Proposals that omit or do not clearly provide information needed to appropriately rate each proposal **will be deemed non-responsive and therefore the proposal will be rejected**.
  
10. The Proposer MUST provide a minimum of **three (3) references of public school district clients** receiving services similar to this request for proposal during the past 36 months. At least two (2) references shall be from the governmental clients whose reports were provided in accordance with Attachment C §7 above. For each, provide the following: the client's name, address, contact person, telephone number, and a brief description of the actual services provided. Do not use the names of relatives or City employees as references. Do not use any previous City contracts as a source of reference information. You may use previous City contracts as a record of your experience only. The City has provided a **Professional References Form** (attached) that the Proposer may use but is not required to use this form; however, the Proposer is required to provide in whatever format at least the requested information that is stated on the Professional References Form. If any of the requested information is not available the Proposer is to disclose this fact and why.
  
11. The Proposer must state whether the company has, under the laws of any province, territory, state, or country, in the last seven (7) years been declared bankrupt or made a voluntary assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency.

The City reserves the right to reject any and all proposals as determined to be in the best interest of the City and to waive minor informalities.

Inclusion of any "price" in any section of the Technical Proposal or any copy thereof may be cause for rejection of the entire proposal.

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**CERTIFICATIONS REQUIRED BY LAW**

**You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.**

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_

**NON-COLLUSION**

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

\_\_\_\_\_

\_\_\_\_\_

**COMPLETE AND SIGN BELOW:**

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_

## DEBARMENT STATEMENT

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Bidder certifies under pains and penalties of perjury, that neither I nor any principal(s) of the Company identified below:

(a)  Are  are not

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b)  Have  have not

within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c)  Are  are not

presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and

(d)  Have  have not

within a three-year period, preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

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Signature

Date

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Company Name

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Typed or Printed Name of Signor

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**CITY OF EVERETT**  
**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 Town for purposes of determining bidder 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 DATE AND STATE OF INCORPORATION: \_\_\_\_\_

4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. 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. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
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: \_\_\_\_\_  
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: \_\_\_\_\_  
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: \_\_\_\_\_  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #:( \_\_\_\_\_)  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. 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 Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

CITY OF \_\_\_\_\_, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY of \_\_\_\_\_, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at \_\_\_\_\_,

Massachusetts, hereinafter referred to as the “CITY”, and \_\_\_\_\_, a \_\_\_\_\_ corporation having a usual place of business at \_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY invited the submission of proposals for the purchase and delivery of \_\_\_\_\_, hereinafter the “Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
  2. THE WORK. The Work consists of \_\_\_\_\_, as more fully described in the Contract Documents as defined above.
  3. MAYOROF CONTRACT. This Agreement shall be in effect from \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.
  4. COMPENSATION.
    - A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$\_\_\_\_\_.
    - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
    - C. Neither the CITY's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
    - D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
  5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of Invoice.
  6. LIABILITY OF THE CITY. The CITY’s liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
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7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the Mayor of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth below:

General Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance  
 Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance	
Minimum Coverage	\$1,000,000 per occurrence

B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. TERMINATION. A. Termination for Cause. If at any time during the Mayor of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the

CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of its operation under this Contract in such detail and with such information as the CITY may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any Mayor or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

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**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_  
Date Signed

**CITY OF EVERETT, MA:**

\_\_\_\_\_  
William Hart  
Superintendent

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Allison Jenkins  
Chief Procurement Officer

\_\_\_\_\_  
Date Signed

I certify that an appropriation is available in the amount of this Contract.

\_\_\_\_\_  
Eric Demas  
City Auditor/Chief Financial Officer

\_\_\_\_\_  
Date Signed

Approved as to form

\_\_\_\_\_  
Colleen Mejia, Esq.  
City Solicitor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Carlo DeMaria  
Mayor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_