

# CITY OF EVERETT, MASSACHUSETTS



## REQUEST FOR QUALIFICATIONS

### **PROFESSIONAL CONSULTANT SERVICES INSURANCE AGENT/BROKER SERVICES**

**PROJECT NUMBER: SOL-26-91**

**DATE: MARCH 16, 2026**

**RESPONSES DUE: DAY, APRIL 02, 2026 AT 12:00 PM**

#### **1.0 INTRODUCTION**

The City of Everett (“the City”) is seeking sealed proposals from qualified and licensed insurance agents/brokers to provide comprehensive insurance brokerage, advisory, and risk management services for all municipal insurance programs. The selected broker will support the City in evaluating, procuring, and managing coverage for property, liability, workers’ compensation, and specialty municipal insurance needs, while advancing the City’s goals of financial stewardship, transparency, and proactive risk mitigation.

This procurement is conducted pursuant to M.G.L. 30B, §6, which requires a two phase evaluation process and allows for comparative evaluation criteria. Price Proposals will be requested only from shortlisted firms following completion of the Technical Evaluation.

#### **2.0 BACKGROUND**

The City of Everett, located just north of Boston in Middlesex County, Massachusetts, is a vibrant and diverse urban community of approximately 50,000 residents. Blending historic character with ongoing development, Everett continues to invest in infrastructure and public services to enhance quality of life. The City maintains a broad portfolio of municipal buildings, public safety facilities, school buildings, and community spaces, all of which require comprehensive insurance coverage and proactive risk-management support.

The City seeks to ensure that its insurance programs are competitively priced, strategically structured, and aligned with best practices in municipal risk management. The selected insurance agent/broker will play a critical role in supporting the City's financial stability, operational continuity, and long-term planning.

### **3.0 QUALIFICATION REQUIREMENTS**

Proposers must meet all of the following minimum requirements:

- ❑ Licensed to provide insurance brokerage services in the Commonwealth of Massachusetts.
- ❑ At least five (5) years of experience serving municipal or public-sector clients
- ❑ Demonstrated experience with property, auto, environmental, professional and commercial liability, workers' compensation, and specialty municipal insurance lines.
- ❑ Ability to provide insurance brokerage services for the City in accordance with state ethics laws, M.G.L. Ch. 268A.
- ❑ Ability to comply with all applicable federal, state, and local laws, including M.G.L. c. 30B.
- ❑ Ability to meet the insurance requirements outlined in this RFQ
- ❑ Proximity to the City of Everett, including the proposer's ability to provide in-person support, attend meetings, and respond promptly to urgent matters.

Proposals failing to meet any minimum qualification will be rejected.

### **4.0 PROJECT DESCRIPTION**

The City seeks a qualified insurance agent/broker to provide advisory, placement, claims support, and risk-management services for all municipal insurance programs. The selected firm will work directly with the City's Chief Procurement Officer, Finance Department, the Office of the City Solicitor and relevant municipal departments to ensure comprehensive coverage, competitive pricing, and proactive risk mitigation.

### **5.0 SCOPE OF SERVICES**

The selected broker will be expected to provide, at minimum, the following services:

- ❑ Conduct a comprehensive review of existing insurance programs, identify coverage gaps, and recommend improvements aligned with municipal best practices.
- ❑ Prepare insurance specifications, market the City's insurance program, solicit competitive quotes from carriers, and negotiate terms on the City's behalf.
- ❑ Review all policies for accuracy, monitor endorsements, ensure timely renewals, and maintain complete policy files.
- ❑ Assist City departments with claims reporting, tracking, and resolution; coordinate with adjusters and provide regular claims status updates.
- ❑ Provide risk-management services, including site visits, loss-control recommendations, safety training, and annual risk assessments.
- ❑ Provide annual reporting, including renewal summaries, loss runs, premium analyses, benchmarking, and strategic recommendations.

- ❑ Support the City in developing long-term insurance and risk-management strategies.
- ❑ Ensure all services comply with Massachusetts municipal insurance requirements, industry standards, and applicable laws.

## **5.1 EVALUATION CRITERIA**

### **Minimum Evaluation**

- ❑ Meets all minimum qualifications.
- ❑ Submitted all required forms.
- ❑ Demonstrated municipal insurance experience.
- ❑ Technical proposal contains no pricing.
- ❑ Provides evidence of required insurance coverage or the ability to obtain such coverage upon award

### **Comparative Evaluation Criteria**

Firms will be rated **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable** based on:

- ❑ Depth and relevance of municipal/public-sector insurance experience.
- ❑ Quality and clarity of the proposed service plan.
- ❑ Demonstrated success in reducing municipal insurance costs or improving coverage.
- ❑ Strength of claims-management and risk-management support.
- ❑ Quality of references, and past performance.
- ❑ Demonstrated ability to provide timely, accurate, and strategic advisory services.
- ❑ Quality of reporting, benchmarking, and renewal planning.
- ❑ Strength and adequacy of the proposer’s insurance coverage, including Professional Liability, Cyber Liability, and General Liability.
- ❑ Financial stability and risk-management posture as evidenced by insurance certificates and carrier ratings.

## **5.2 EVALUATION AND AWARD PROCESS**

All relevant information submitted by the Firm will be used to rate its Response. Statements of qualifications will be evaluated by a committee consisting of staff of the City and will be assigned ratings of “Highly Advantageous,” “Advantageous,” “Non-Advantageous or “Unacceptable.”

One or more of the respondents whose statements of qualifications demonstrate the most comparable prior successful experience and demonstrate the deepest understanding of the City described herein may, at the discretion of the City, be invited for an in-person interview.

At that time, additional project documents will be provided for comment and discussion at the interview. A format will be provided in advance.

The rating shall be based on the following and be totaled according to the points identified for each response rating:

Highly Advantageous	4 Points
Advantageous	3 Points
Not Advantageous	2 Points
Unacceptable	0 Points

### 5.3 Interviews / Additional Information

The City reserves the right to conduct or waive interviews with the top-ranked firms following the Qualifications Evaluation. Interviews, if held, will focus on the firm's understanding of municipal insurance needs, proposed service approach, and the qualifications of key personnel who will directly support the City.

**Highly Advantageous** — The firm's key staff demonstrate excellent presentation and communication skills, provide clear and knowledgeable responses, and show a strong understanding of the City's insurance program, risk-management needs, and service expectations.

**Advantageous** — The firm's key staff demonstrate satisfactory presentation and communication skills, provide generally clear responses, and show an adequate understanding of the City's insurance program and service expectations.

**Not Advantageous** — The firm's staff demonstrate weak presentation or communication skills, provide incomplete or unclear responses, or show limited understanding of the City's insurance program or service expectations.

**Unacceptable** — The firm declines or fails to participate in an interview when requested, or provides responses that do not address the City's questions.

The City may request additional information, clarifications, or documentation at any point during the evaluation process.

### 5.4 Rejection of Responses

The City may disqualify any response it determines to be unresponsive or non-responsible, including but not limited to:

- Responses that fail to meet any **Minimum Qualification** listed in this RFQ.
- Responses that are incomplete or fail to include required forms or documentation.
- Responses that contain pricing information in the Qualifications Package.
- Responses received after the submission deadline.
- Responses that misrepresent services, qualifications, or provide demonstrably false information.
- Responses from firms or sub-consultants currently debarred by any state or federal agency.

### 5.5 Price Proposal Phase and Negotiation Process

After ranking all respondents based on qualifications, the City will request **Price Proposals only from shortlisted firms** in accordance with M.G.L. c. 30B, §6.

1. **Price Proposal Request**

The City will request a completed Price Proposal Form (Attachment A) from each shortlisted firm. Firms must disclose all flat fees, commissions, contingent compensation, and provide a full carrier compensation schedule.

2. **Evaluation of Price Proposals**

Price Proposals will be evaluated separately from qualifications. The City will determine the most advantageous proposal considering both qualifications and price.

3. **Negotiations**

The City will commence negotiations with the highest-ranked firm. If the City is unable to reach agreement, negotiations will proceed to the next highest-ranked firm, and so on, until a contract is successfully executed.

4. **Re-Advertisement**

The City reserves the right to re-advertise the procurement if fewer than three responses are received, if negotiations fail, or if doing so is determined to be in the City’s best interest.

**The following is a tentative schedule of the selection process, subject to change at the City’s discretion.**

<b>March 16, 2026</b>	RFQ appears in Goods & Services Bulletin of the Commonwealth of Massachusetts and The Everett Independent and/or The Advocate newspaper.
<b>March 26 2026</b>	Last day for questions from Respondents at 4:00PM
<b>April 2, 2026</b>	Responses Due at 12:00PM
<b>April 8, 2026</b>	Respondents short-listed
<b>Week of April 13<sup>th</sup></b>	Interview short-listed Respondents
<b>Week of April 20<sup>th</sup></b>	Anticipated execution of contract

All questions concerning this RFQ must be submitted in writing by **4:00 p.m. on March 26, 2026** to the contact listed below:

**Kiara M. Freeman, Chief Procurement Officer**  
City of Everett  
484 Broadway, Room 14  
Everett, MA 02149  
617-394-2288  
[Kiara.freeman@ci.everett.ma.us](mailto:Kiara.freeman@ci.everett.ma.us)

Sealed responses, to the RFQ for Insurance Broker services must be clearly labeled: **“SOL-26-91 Insurance Broker Services,”** must be delivered to:

**Kiara M. Freeman, Chief Procurement Officer**  
City of Everett  
484 Broadway, Room 14  
Everett, MA 02149  
617-394-2288  
[Kiara.freeman@ci.everett.ma.us](mailto:Kiara.freeman@ci.everett.ma.us)

**no later than 12:00 p.m. on Wednesday, April 2, 2026.** The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

## **6.0 Requirements for content of response:**

Submit five (5) hard copies of the response to this RFQ and one (1) electronic version in PDF format on USB Flash Drive. All responses shall be:

- In ink or typewritten;
- Presented in an organized and clear manner;
- Must include all required Attachments and certifications;
- Must include the following information:

### **6.1(a) Project Contact Form**

Responses must clearly identify and prominently display the name, title, email address, and telephone number of the individual who will serve as the primary contact for all communications with the City regarding this RFQ. Proposers must complete **Attachment 2 – Contact Form** and include it as the **first page** of the submission package.

### **6.2(b) Cover Letter**

The cover letter must identify the proposing firm, including the full legal name of the entity, office mailing address, telephone number, and email address. The cover letter must also identify and prominently display the name, title, email address, and telephone number of the individual who will serve as the primary contact for all communications with the City during the evaluation process. The letter must be signed by an individual authorized to bind the firm contractually.

### **6.2(c) Statements of Qualifications**

The Statement of Qualifications must include the following information, organized clearly and in the order listed:

- **Overview of the Firm’s Approach** — A synopsis of the firm’s approach to delivering insurance brokerage, advisory, and risk-management services to a municipality. The statement should describe the firm’s philosophy, service model, and approach to supporting the City’s insurance program.
- **Service Plan** — A detailed description of the firm’s proposed service plan, including marketing strategy, renewal management, claims support, risk-management services, and communication protocols.
- **Staffing Plan** — Identification of the key personnel who will be assigned to the City’s account, including their roles, responsibilities, and availability. Provide resumes for all key staff.
- **Municipal/Public-Sector Experience** — A description of the firm’s experience providing insurance brokerage services to municipalities or public-sector clients, including at least three (3) relevant references with contact information.
- **Claims and Risk-Management Experience** — A description of the firm’s experience supporting claims administration, loss-control services, safety programs, and risk-management initiatives for municipal clients.

- **Carrier Relationships** — A summary of the firm’s relationships with insurance carriers commonly used for municipal coverage, including any specialty markets.
- **Disclosure of Compensation** — A description of the firm’s compensation structure, including commissions, overrides, bonuses, contingent compensation, and any other remuneration received from carriers. (A full disclosure will also be required in the Price Proposal Phase.)
- **Conflicts of Interest** — Disclosure of any actual or potential conflicts of interest.
- **Sub-Consultants (If Applicable)** — Identification of any firms or individuals not part of the respondent’s firm who will collaborate on the account. Provide a description of their role and relevant experience.
- **Hourly Rates** — Standard hourly billing rates for key personnel for services not included in the flat fee.
- **Reimbursable Expenses** — A description of the firm’s policy regarding reimbursable charges, travel costs, and any other expenses that may be billed to the City. The City’s Vendor Expense Reimbursement Guidelines (Exhibit 2) apply.

## **7.0 Payment Schedule and Fee Explanation**

The City will negotiate the fee for services with the highest-ranked firm following the Price Proposal Phase. The negotiated fee will be based on the level of effort required, job complexity, specialized knowledge, market conditions, and comparison with fees for similar municipal insurance brokerage engagements. The City will not consider increases to the negotiated fee based solely on changes in premium levels or market fluctuations.

## **8.0 Other Provisions**

### **A. Public Record**

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, §10 and c. 4, §7(26). Any statements in submitted responses that are inconsistent with these statutes shall be disregarded. Respondents should not submit confidential or proprietary information that they do not wish to be made public.

### **B. Waiver or Cure of Minor Informalities**

The City reserves the right to waive or permit the cure of minor informalities, errors, or omissions prior to the selection of a Respondent. The City may request clarification or additional information from any Respondent and may take any other action it deems necessary to serve the best interests of the City.

### **C. Communications with the City**

The City’s sole point of contact for this RFQ is:

**Kiara M. Freeman, Chief Procurement Officer**

City of Everett

484 Broadway, Room 14

Everett, MA 02149

617-394-2288

Kiara.freeman@ci.everett.ma.us

Respondents are prohibited from contacting any City staff other than the Procurement Officer regarding this RFQ. Respondents currently doing business with the City may continue to communicate with City staff only about existing business and not about this RFQ. Respondents shall not discuss this RFQ with any City consultants, legal counsel, or advisors. **Failure to comply with this requirement may result in disqualification.**

#### **D. Costs**

The City will not be liable for any costs incurred by Respondents in preparing, submitting, or presenting responses to this RFQ, or for any other costs incurred prior to the execution of a contract for insurance brokerage services.

#### **E. Withdrawal or Irrevocability of Responses**

A Respondent may withdraw and resubmit its response at any time prior to the submission deadline. After the deadline, all responses shall be considered final and irrevocable for a period of **ninety (90) days**.

#### **F. Rejection of Responses; Modification of RFQ**

The City reserves the right to reject any and all responses if it determines that doing so is in the City's best interest. This RFQ does not commit the City to select any Respondent, award a contract, or pay any costs incurred in preparing a response. The City also reserves the right to cancel or modify this RFQ, in whole or in part, at any time. Respondents may not alter the RFQ or its components.

#### **G. Subcontracting and Joint Ventures**

If a Respondent intends to subcontract any portion of the services or enter into a partnership or joint venture, such intent must be clearly described in the response. The Respondent shall remain fully responsible for all work performed under the contract.

#### **H. Validity of Response**

All responses must remain valid and binding in all respects for a minimum of **ninety (90) days** following the submission deadline.

#### **FURTHER INFORMATION**

The City encourages all interested Respondents to carefully review the materials provided in this RFQ, including all attachments and referenced documents.

- Any amendments, clarifications, or responses to written questions will be issued via addendum and posted on the City of Everett's website. Respondents are responsible for checking the website regularly for updates.
- The City reserves the right to request additional information or clarifications from Respondents, to waive informalities, and to reject any or all submissions in the best interest of the City.
- This RFQ is issued pursuant to M.G.L. c. 30B, §6.
- The City encourages participation from Minority- and Women-Owned Business Enterprises (MBE/WBE) and firms with demonstrated experience serving diverse communities.

**Attachments**

Attachment 1: Required Certifications/Forms

Attachment 2: Project Contact Sheet

Attachment A: Price Proposal Form (Shortlisted Firms Only)

**Exhibits**

Exhibit 1: Sample Vendor Agreement

Exhibit 2: City of Everett Vendor Reimbursement Guidelines

**ATTACHMENT 1**

**Required Certifications**

**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.

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**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.

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**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

The undersigned certifies that no conflict of interest exists under M.G.L. c. 268A and that no City of Everett employee or official has an undisclosed financial interest in the firm's response or potential award.

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**COMPLETE AND SIGN BELOW:**

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

\_\_\_\_\_  
Date

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

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

**CERTIFICATE OF CORPORATE AUTHORITY (if applicable):**

I, \_\_\_\_\_ certify that I am the duly authorized Clerk/Secretary of  
the corporation named below; that the individual signing the response on behalf of the  
corporation is authorized to bind the corporation contractually; and that this certification is made  
under the penalties of perjury.

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Date)

**ATTACHMENT 2**  
**CITY OF EVERETT**  
**REQUEST FOR QUALIFICATIONS**

**CONTACT FORM**  
**CITY OF EVERETT PROJECT # SOL-26-91**

Please attach one copy of this form to the front of your submission package. This form should be prominently displayed, clearly identifying the individual who will serve as the contact for all communications with the City of Everett with respect to this Request for Qualifications during the evaluation process.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

# ATTACHMENT A – PRICE PROPOSAL FORM

## 1. Proposer Information

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

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

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## 2. Annual Flat Fee for Brokerage Services

Annual Flat Fee:

\$ \_\_\_\_\_ per year

## 3. Commission Disclosure (Required)

Does your firm receive commissions from carriers?

Yes       No

### A. Commission Rates by Line of Coverage

Line of Coverage	Carrier	Commission Rate (%)	Notes
Property	_____	_____	_____
General Liability	_____	_____	_____
Workers' Compensation	_____	_____	_____
Auto	_____	_____	_____
Umbrella/Excess	_____	_____	_____
Specialty Lines	_____	_____	_____

### B. Contingent Compensation

Describe all contingent compensation arrangements:

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## 4. Carrier Compensation Schedule (Required Attachment)

Attach a **complete carrier compensation schedule** for all carriers your firm proposes to market or place coverage with on behalf of the City.

## 5. Additional Fees (If Any)

Fee Type	Amount	Frequency	Notes
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

**6. Hourly Rates for Additional Services**

<b>Personnel Category</b>	<b>Hourly Rate</b>	<b>Notes</b>
Senior Broker	\$ _____	_____
Account Manager	\$ _____	_____
Claims Specialist	\$ _____	_____
Risk Consultant	\$ _____	_____
Other (specify): _____	\$ _____	_____

**7. Optional or Value-Added Services**

<b>Optional Service</b>	<b>Cost</b>	<b>Description</b>
_____	\$ _____	_____
_____	\$ _____	_____

**8. Total Proposed Annual Cost**

**Total Annual Cost:**  
\$ \_\_\_\_\_

**9. Certifications**

**A. Price Proposal Certification**

I certify under the penalties of perjury that this Price Proposal is made in good faith and without collusion or fraud with any other person.

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

**B. Compensation Disclosure Certification**

I certify under the penalties of perjury that:

- All commissions, overrides, bonuses, contingent compensation, and other remuneration related to the City's account have been fully disclosed.
- The attached carrier compensation schedule is complete and accurate.
- No undisclosed compensation will be received by the firm or its affiliates.

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

**EXHIBIT 1**

**CITY OF EVERETT**

**VENDOR AGREEMENT**

**#XXX-XX-XX**  
**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) and the Scope of Services attached hereto as Exhibit B; and (iii) the Price Proposal attached hereto as Exhibit C. Collectively; these documents constitute this Agreement.

**COMMENCEMENT OF WORK (check applicable box):**

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

**INSURANCE**

The Vendor shall obtain and maintain, at its own expense, the insurance coverage required under this Agreement in the types and amounts set forth in Article 8. Such insurance shall be maintained at all times during the performance of the Services and, where applicable, for the periods specified in Article 8. Except as otherwise provided, the Vendor shall name the City of Everett as an Additional Insured on applicable policies to the extent required by the nature of the Services and permitted by the applicable policy. The Vendor shall furnish certificates of insurance evidencing the required coverage in accordance with Article 8. Failure to maintain the required insurance shall not relieve the Vendor of any liability or obligation under this Agreement

**TERM:** This Agreement shall commence upon execution and shall remain in effect through \_\_\_\_\_, unless terminated earlier in accordance with the terms of this Agreement. The City may, at its sole discretion, renew this Agreement for up to two (2) additional one-year terms upon written notice to the Vendor].

**COMPENSATION:** The total compensation payable under this Agreement shall not exceed \_\_\_\_\_ **Dollars (\$XXXXX)**, unless otherwise amended in writing and duly authorized by the City and the Chief Procurement Officer.

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"/>

**[SIGNATURES FOLLOW THIS PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives as of the date last signed.

**AGREED:**

**VENDOR**

\_\_\_\_\_  
Name:  
Title:

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

**CITY OF EVERETT:**

\_\_\_\_\_  
Name:  
Title:

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

\_\_\_\_\_  
Kiara M. Freeman  
Chief Procurement Officer

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

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available.

\_\_\_\_\_  
Bill Fowler  
Interim City Auditor

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

Approved As To Form:

\_\_\_\_\_  
Jaclyn Munson, Esq.  
City Solicitor

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

\_\_\_\_\_  
Robert Van Campen  
Mayor

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

**Exhibit A**  
**TERMS AND CONDITIONS**

1. PERFORMANCE OF SERVICES

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

2. TIME

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

3. REIMBURSABLE EXPENSES

The City shall compensate the Vendor for reimbursable expenses related to the Services only if actually incurred and only if previously approved by the City in writing. The City reserves the right to refuse to reimburse any or all of Vendor's expenses under this section.

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. Agreement 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 and in compliance with the Massachusetts Public Records Law, M.G.L. ch. 66. 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, at its own expense, the insurance coverage described above in

amounts not less than the stated limits. Such insurance shall be maintained at all times during the performance of the Services and, in the case of Commercial General Liability, Workers' Compensation, and Employer's Liability, for a period of not less than one (1) year following termination of this Agreement. Professional Liability insurance shall be maintained for the applicable statute of limitations period provided by law.

- 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 AND REMEDIES OF THE CITY

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.

- c. If the Vendor provides goods and/or services that do not comply with the specifications and requirements in this Agreement as reasonably determined by the City, the City may request that the Vendor refurnish services or provide substitute goods at no additional cost to the City until such time as the City determines that the goods and/or services are in compliance with the specifications and requirements. If the Vendor shall fail to provide satisfactory goods or services, the City, in the alternative, may make any reasonable purchase or contract to purchase goods or services in substitution for those due from the Vendor. The City may deduct the cost of any substitute contract or nonperformance of services together with incidental and consequential damages from the Agreement price and shall withhold such damages from sums due or to become due to the Vendor. The City otherwise retains all rights and remedies at law or in equity.

- d. If the damages sustained by the City as determined by the it exceed sums due or to become due, the Vendor shall pay the difference to the City upon demand.

- e. The Vendor shall not be liable for any damages sustained by the City due to the Vendor's failure to furnish goods or services under the terms of this Agreement if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Agreement was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Vendor has notified the City in writing of such cause as soon as practicable.

## 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. Massachusetts Public Records Law. This Agreement is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Agreement shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the City for a period not shorter than required said Municipal Retention Schedule.

The Vendor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Agreement or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Access to view Vendor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Vendor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Agreement performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Vendor's own expense. Reasonable costs for copies of non-routine Agreement related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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. Reserved.

g. Choice of Law. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

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. Reserved.

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.

1. City's Terms Govern: In the event of any conflict between this Agreement and the Vendor's proposal, the terms and conditions of this Agreement shall govern.

### 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, gender identity, 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. MONIES OWED TO THE CITY AND TAXES

a. Pursuant to M.G.L. c. 62C, s. 49A, the Vendor certifies under penalties of perjury, that to the best of Vendor's knowledge and belief, Vendor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced 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.

c. In accordance with M.G.L. c. 60, s. 93, the Vendor agrees that the City Treasurer may withhold from amounts owing and payable to the Vendor under this Agreement any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the City Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

#### 16. RELATIONSHIP OF THE PARTIES AND CONFLICT OF INTEREST

The Vendor is retained solely for the purposes set forth in this Agreement. Vendor's relationship to the City during the term of this Agreement shall be that of an independent contractor. The Vendor shall have no authority to involve the City in any contract or to incur any liability on the part of the City. The Vendor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Vendor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Vendor, its agents or employees.

#### 17. PROHIBITION AGAINST BID COLLUSION

The Vendor certifies under penalties of perjury that the bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a response or termination of this Agreement.

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Vendor shall provide:

SAMPLE

**EXHIBIT C**  
**PRICE PROPOSAL/ RATE SCHEDULE**

Pursuant to Exhibit B, the City shall compensate the Vendor on a rate-based basis for services actually rendered under this Agreement, subject to a not-to-exceed amount of \_\_\_\_\_ **Dollars (\$xxxxx)** during the initial one-year term, unless otherwise amended in writing and authorized by the City.

SAMPLE

**EXHIBIT 2**

**CITY OF EVERETT**

**VENDOR REIMBURSEMENT GUIDELINES**

# City of Everett, Massachusetts

## Vendor Expense Reimbursement Guidelines

### Guidelines – Purpose, Scope, and Vendor Responsibility:

These guidelines apply to all Vendors for expenses incurred while performing services directly related to specific requirements of their City of Everett contract or purchase order. Vendors are advised to seek pre-approval before incurring any unusual expenses and for any expenses not specifically listed below.

Vendors are expected to exercise discretion and good business judgment with respect to all expenses and aim for reasonable economy. Expenses deemed excessive may be subject to reimbursement denial. Vendors are responsible for providing clearly marked legible receipts confirming expenses. Invoices for reimbursements should be submitted within 45 days of the expense if possible. Markups on expenses are normally limited by City of Everett contracts or purchase orders and usually set at a maximum of 5.0%.

### Allowable Reimbursable Expenses:

**Transportation:** The costs for required transportation to and from meeting locations, jobsites, hotels, airports, and similar in connection with City of Everett -related activities are reimbursable.

**Air Travel:** Air travel & any related airport parking fees will require prior approval to be reimbursable.

#### Ground Transportation:

**Privately Owned Vehicles:** Use of personal cars will be reimbursed at the standard mileage rate set by the IRS for deductible mileage.

**Rental Vehicles:** Cars should be rented only when other means of transportation are unavailable, more costly, or impractical.

**Taxis or “ride share”:** Use of taxi or “ride share” companies can be reimbursed. Surge pricing should be avoided.

**Public Transportation (Bus, Subway, Commuter Rail):** Per ride fares can be reimbursed.

**Parking and Tolls:** These fees and tolls can be reimbursed.

**Meals:** Vendors must use good judgment and select economical meal locations. Business meals may be reimbursed with prior approval. Tips may not exceed 20% unless automatically applied due to the size of the meeting. Project-Specific “Worker Appreciation Lunches” and similar may be reimbursed with prior approval. Alcohol expenses cannot be reimbursed by City of Everett.

**Lodging:** Reimbursement of all accommodations must receive prior approval. To be reimbursable, hotel lodging must be integral to a City of Everett-required service such as extended hour visits to sites, visits to plants or factories outside Massachusetts, or overnight visits from Vendors not based in Massachusetts. Vendors must seek a standard room and rooms in excess of \$175 per night may be deemed excessive.

**Equipment:** Purchases of necessary equipment can be reimbursed with prior City of Everett approval. The equipment shall be deemed the property of the City of Everett and must be turned over to the City of Everett at the end of the contract term or upon request of City of Everett personnel, whichever is sooner. Purchase of equipment already owned or leased by the Vendor or expected to be retained by the Vendor cannot be reimbursed.

**Per Call Phone Charges and Conference Call Services:** These charges are reimbursable. Conference call services can be reimbursed if City of Everett personnel are present for the call or if the call is required for City of Everett-specific business and pre-approved.

**Printing, Reprographics, Postage, and Shipping Fees:** These fees are reimbursable if project related and the backup for invoicing is in an itemized format with appropriate attribution to the specific City of Everett project.