CITY OF EVERETT, MASSACHUSETTS

REQUEST FOR PROPOSALS

PROJECT MANAGEMENT SERVICES FOR ACQUISITION OF MUNICIPAL FINANCIAL MANAGEMENT SOFTWARE

PROJECT NUMBER: AUD-27-06

DATE: JULY 13, 2026

RESPONSES DUE: WEDNESDAY, AUGUST 5, 2026 AT 12:00PM

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I. INTRODUCTION

The City of Everett (the "City") is seeking sealed proposals from qualified firms to provide Enterprise Resource Planning (ERP) Project Management, Selection Support & Implementation Oversight Services for the City's Financial System Replacement / ERP Modernization Project. The City's goal is to acquire and implement new financial software that will modernize financial operations, improve internal controls, and strengthen system security. This procurement is conducted pursuant to M.G.L. c. 30B, §6.

II. BACKGROUND

The City of Everett currently utilizes SoftRight for its core financial operations. The City's current system has limitations that the consultant will be expected to assess and validate, including but not limited to reporting limitations, manual workarounds, integration gaps, reconciliation challenges, workflow inefficiencies, and internal-control concerns. The City intends to replace SoftRight with a modern, integrated ERP/financial management system that supports:

- Efficient municipal operations
- Accurate financial reporting
- Auditability
- Budgetary control
- Financial close/ reconciliation support
- Role-based access
- Improved internal controls
- Enhanced transparency
- Streamlined workflows
- Integration with external systems including but not limited to HR/payroll, permitting, tax billing system, water billing system, and other systems
- Work flows for requisition entry and purchase order issuance/management

The City seeks to complete implementation of core financial modules no later than June 30, 2027, to align with the start of FY2028. The selected consultant shall develop and maintain a reverse-engineered project schedule anchored to the July 1, 2027 Phase 1 go-live date. The schedule should identify all major milestones, city decision points, required city staff participation, vendor deliverables, testing windows, cutover activities, and stabilizations activities necessary to meet the deadline.

III. QUALIFICATION REQUIREMENTS

Responding firms must demonstrate:

- Extensive experience providing municipal ERP project management, implementation oversight, and system selection support for municipalities or public-sector clients of the similar size and complexity.
- Experience with municipal financial system modernization, including general ledger, accounts payable, purchasing, budgeting, cash management, and revenue operations
- Expertise in data conversion, testing, integrations, and change management
- Experience with chart of accounts redesign and mapping frameworks
- Familiarity with Massachusetts municipal finance operations
- Capacity to meet the City's required timeline
- Strong references for similar engagements

Each Respondent must designate a Project Director / Lead Consultant who will serve as the primary point of contact and lead all project activities.

IV. PROJECT DESCRIPTION

The City seeks a qualified firm to provide comprehensive ERP Project Management & Implementation Support Services for the replacement of the City's current accounting system.

The project includes:

- Business process review
- Chart of accounts redesign
- Development of a chart of accounts mapping framework
- ERP system selection support
- Implementation project management
- Data conversion oversight
- Testing coordination
- Integration planning
- Change management and training support
- Go-live readiness and stabilization

The City anticipates a three-phase implementation structure:

<u>Phase 1 — Core Financials (Required by 06/30/27)</u>

This phase shall be treated as the minimum viable financial operating platform for fiscal year 2028. The selected consultant shall help the City define the minimum functions, workflows, controls, reports, data conversion, integrations and approved/possible workarounds required for reliable financial operations beginning 7/1/2027. The project shall include City and school operations:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Tax Title / Tax Receivable
- Real Estate, Personal Property, and Excise integrations
- Purchasing & Requisitions
- Budgeting
- Cash Management
- Core revenue posting framework
- Grants

<u>Phase 2 — Critical Revenue Operations (no greater than 3–6 months after Phase 1)</u>

- HR/Payroll and Permitting integrations
- Parking ticket integration
- CAMA integration* must be fully integrated within 3 months

<u>Phase 3 — Remaining Modules & Enhancements</u>

- Fixed Assets
- Reporting enhancements
- Workflow refinements

V. SELECTION OF CONSULTANT

A. Overview

The City seeks a firm with demonstrated expertise in municipal ERP modernization with the same size and complexity. The selected Consultant will work directly for the City. The consultant must serve as an independent and vendor neutral advisor to the City. Consultant shall disclose any relationship with ERP software vendors, resellers, implementation partners, or subcontractors that may be considered during the City's ERP process.

B. Scope of Services

I. Business Process Review & Needs Assessment

- Interview all departments using the financial system. including the School Department
- Produce a current state assessment documenting existing workflows, systems, interfaces, reports, manual workarounds, data sources, plain points, controls, risks and reporting requirements.
- Assess current and proposed internal controls related to purchasing/procurement, accounts payable, general ledger, budgeting, revenue posting, cash management, user access, approval workflows, audit trails and segregation of duties to identify existing potential deficiencies. Provide recommendations for ERP configuration and workflow design that strengthen internal controls and reduce manual workarounds
- Identify opportunities for modernization and efficiency
- Establish a recommended hierarchy of user types with associated authorities/permissions, i.e., superusers, department directors, clerks, etc.
- Produce a Future State Requirements Report, which distinguishes between Phase 1 go-live requirements, Phase 2 requirements, Phase 3 requirements and any optional enhancements. Requirements should be organized by business function and shall identify functional, technical, reporting, internal controls, security, data integration, and user-experience requirements.

II. Chart of Accounts Redesign

- Work with City Auditor to develop a modernized chart of accounts aligned with GASB
- Develop a modernized chart of accounts and financial coding structure that supports governmental accounting, Massachusetts municipal reporting, budgetary controls, grants, capital projects, enterprise funds, departmental management, audit needs, School Department End of Year Report, and future ERP reporting.
- Develop a cross walk between existing chart of accounts and proposed to facilitate prior year integration during implementation
- Support validation and testing

III. ERP System Selection Support

- Draft a comprehensive ERP Request for Proposals (RFP)
- Translate requirements into functional and technical specifications
- Support vendor Q&A, evaluations, demos, and reference checks
- Assist with contract negotiations

IV. Implementation Project Management

- Develop and maintain the project plan together with the selected vendor
- Provide reverse-engineered scheduling anchored to the June 30, 2027 deadline
- Coordinate City staff participation
- Project manage the selected vendor toward established deadlines

- Manage risks, issues, and change requests
- Oversee configuration alignment with City needs

V. Data Conversion & Testing

- Develop a data inventory and conversion plan identifying data, sources, data owners, data-quality issues, cleansing requirements, validation steps, reconciliation procedures, and legacy data retention requirements.
- Oversee mapping, validation, and reconciliation
- Coordinate unit testing, system testing, integration testing, user acceptance testing, security role testing, report validation, workflow testing, data-conversion reconciliation, mock mouth-end close, mock purchasing cycle, mock accounts payable/warrant cycle, and cutover rehearsal.

VI. Softright Disposition

- The consultant shall assist the City in developing a SoftRight legacy system disposition plan, including historical data access, data retention, audit support, read-only access needs, decommissioning steps, and timing for retirement of the legacy system.

VII. Integration & Technical Coordination

- Identify required integrations
- Coordinate with City IT Department and third-party vendor(s)
- Ensure data integrity and compatibility

VIII. Training & Change Management

- Work with City departments to identify staff in need of training, their roles, and required modules. Establish proposed training schedule (in-person preferred)
- Assist with communication and adoption strategies

IX. Go-Live & Stabilization Support

- Support cutover planning
- Provide post-go-live stabilization assistance for at least 60 to 90 days following Phase 1 go-live, including issue triage, defect tracking, user-support coordination, reconciliation support, priority reporting review, and executive status updates. In-person preferred

X. Deliverables

- Current State Assessment
- Future State Requirements Report
- Chart of Accounts and Crosswalk
- ERP RFP
- Implementation Project Plan
- Data Conversion Strategy
- Testing Plan
- Training & Change Management Plan
- Go-Live Readiness Checklist
- Post-Implementation Review

Strongly Encouraged Information Session

A strongly encouraged information session will be held on:
Date: July 22, 2026 Time: 1:00PM
Virtual Info Session: Meeting ID: 824 6834 4044 Passcode: 587941
https://ci-everett-ma.zoom.us/j/82468344044?pwd=0SueCPsfNkmzm9ovm2DzyxbbHJXBar.1

The session will provide an overview of the City's current environment, project objectives, required timeline, and expectations for the selected Consultant. Questions raised will be answered via written addendum.

C. Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate substantial experience, knowledge, and abilities related to municipal ERP modernization, including financial system replacement, chart of accounts redesign, data conversion, integrations, and implementation oversight for public-sector clients, particularly in Massachusetts. The following criteria will be used to evaluate proposals:

- Relevant municipal ERP experience
- Quality of past work
- Understanding of municipal finance operations
- Methodology & approach
- Data conversion & integration experience
- Team qualifications
- Capacity & schedule
- References

D. Evaluation & Award Process

All relevant information submitted by the Respondent will be used to rate its proposal. Proposals will be evaluated by a committee consisting of City staff and assigned ratings of:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

One or more Respondents whose proposals demonstrate the strongest prior experience and deepest understanding of the City's ERP modernization needs may, at the City's discretion, be invited for an interview.

The rating shall be based on the following scale:

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

E. Response Ratings

Evaluation Criteria	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
Relevant Municipal ERP Experience	Proven success on 3+ municipal ERP modernization projects of similar size and complexity	Experience on 1–2 municipal ERP projects	Limited or indirect ERP experience	No relevant ERP experience
Quality of Past Work	Consistently met/exceeded budget, schedule, and quality goals; strong municipal references	Generally met goals; positive references with minor concerns	Mixed outcomes or performance issues noted	Poor outcomes or negative references

Understanding of Municipal Finance Operations	Deep understanding of MA municipal finance workflows, controls, and statutory requirements	Working knowledge with some practical application	Limited familiarity or gaps in understanding	No demonstrated knowledge
Methodology & Approach	Clear, detailed methodology addressing all phases (assessment, selection, implementation, testing, go-live)	Methodology addresses most phases with reasonable clarity	Methodology lacks detail or omits key phases	No coherent methodology
Data Conversion & Integration Experience	Extensive experience overseeing data conversion, integrations, and reconciliation for municipal ERP systems	Moderate experience with data conversion and integrations	Limited experience or unclear approach	No demonstrated experience
Team Qualifications	Highly qualified team with strong resumes and direct ERP modernization experience	Team has relevant experience and availability	Limited experience or unclear availability	Team is unqualified or unavailable
Capacity & Schedule	Demonstrated ability to meet July 1, 2027 Phase 1 go-live; strong staffing capacity	Reasonable plan to meet schedule with minor risks	Significant schedule risks or unclear staffing	Cannot meet schedule requirements
References	Excellent references from comparable municipal clients	Generally positive references	Mixed or inconsistent references	Negative references or none provided

F. Interviews / Additional Information

The City reserves the right to conduct or waive interviews of the top-ranked firms.

- Highly Advantageous – Firm demonstrates excellent communication, presents actual project staff, and shows clear understanding of project needs.
- Advantageous – Firm demonstrates satisfactory communication and understanding of project needs.
- Not Advantageous – Firm demonstrates poor communication, does not present actual project staff, or shows limited understanding.
- Unacceptable – Firm does not respond to interview request or fails to adequately answer questions.

G. Rejection of Responses

The City may disqualify any Response determined to be unresponsive, including but not limited to:

- Failure to meet minimum requirements
- Non-responsive to material requirements
- Late submissions
- Misrepresentation or false information
- Debarment by state or federal agencies

H. Fee Proposal & Negotiation Process

1. After ranking all Respondents, the City will request a detailed fee proposal from the first-ranked firm.
2. The City will commence fee negotiations with the first-ranked firm.
3. If negotiations fail, the City will proceed to the second-ranked firm, and so on.
4. The City may re-advertise if fewer than three responses are received or if fee negotiations fail.

VI. REQUIREMENTS FOR CONTENT OF RESPONSE

Envelope 1 — Technical Proposal, must include:

- Project Contact Form
- Cover Letter
- Detailed Technical Proposal, including:
  - Proposed methodology and management plan
  - Staffing plan and resumes
  - Relevant project experience
  - Demonstrated understanding of municipal finance operations
  - Data conversion, integration, and testing experience
  - Change management and training experience
- References
- Any proposed sub-consultants
- No pricing may appear in Envelope 1.

Envelope 2 — Price Proposal, all price proposals must include:

- A Detailed Price Proposal Form
- Hourly rates by role **(**Project Director, Senior Consultant, Technical Lead, etc.)
- A total not-to-exceed cost for all services described in the Scope of Work
- Any proposed phase-based, milestone-based, or other fee structure the Respondent elects to use
- Identification of any assumptions or exclusions
- Pricing for any proposed sub-consultants

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

July 13, 2026	RFP appears in Central Register of the Commonwealth of Massachusetts and The Everett Independent and/or The Advocate newspaper.
July 22, 2026 at 1PM	Informational Session via Zoom: Meeting ID: 824 6834 4044 Passcode: 587941 https://ci-everett-ma.zoom.us/j/82468344044?pwd=0SueCPsfNkmzm9ovm2DzyxbbHJXBar.1
July 29, 2026	Last day for questions from Respondents at 4:00PM
August 5, 2026	Responses Due at 12:00PM
Week of August 17th	Respondents short-listed
Week of August 20th	Interview short-listed Respondents
Week of September 3rd	Anticipated execution of contract

All questions concerning this RFP must be submitted in writing by 4:00 p.m. on July 29, 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

Sealed responses, to the RFP must be clearly labeled:
AUD-27-06
Project Management Services for Acquisition of Municipal Financial Management Software, and 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

no later than 12:00 p.m. on Wednesday, August 05, 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.

VII. REQUIRMENTS FOR FORMAT SUBMISSION:

Submit six *(7)* hard copies of the response to this RFP 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:

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 contact for all communications with the City with respect to this Request for Proposals during the evaluation process by completing Attachment 1 – Project Contact Form and including it as the first page of the submission package.

B. Cover Letter

The cover letter must identify the proposing firm or individual, including the full names of the responding individual or entity, and its office mailing address, telephone number, and facsimile number and email address. Responses must identify and prominently display the name, title, email address and telephone number of an individual who will serve as the contact for all communications with the City with respect to this request during the evaluation process.

C. Statements of Qualifications

The Statement of Qualifications must demonstrate the Respondent’s capability to successfully deliver ERP Project Management, System Selection Support, and Implementation Oversight Services for a municipal financial system modernization project. The City seeks a firm with experience comparable in scope, complexity, and municipal environment. The Respondents must provide the following:

- ❑ A synopsis of the firm’s approach to delivering ERP project management services, including a clear description of the firm’s methodology, management plan, and approach to schedule management, budget oversight, quality assurance, and coordination with City departments, the School Department, the ERP vendor, and implementation partners.

- A proposed staffing plan to deliver the required scope of services, identifying key personnel, their roles, and their availability for the duration of the project.
- Identification of specific project experience on comparable municipal or public-sector ERP modernization projects, including references and contact information.
- Demonstrated experience with Massachusetts municipal finance operations, including familiarity with budgetary controls, revenue posting, cash management, procurement workflows, reconciliation processes, audit requirements, and internal control frameworks.
- Resumes of proposed key individuals, demonstrating relevant ERP project management experience and confirming their availability to perform the required services.
- Identification of any firms or individuals not part of the Respondent's firm who will collaborate on the project, including their anticipated roles and relevant experience.
- Identification and description of experience with any proposed sub-consultants, if applicable.

VIII. PAYMENT SCHEDULE & FEE EXPLANATION:

The City will negotiate the fee for services based on the level of effort required, project complexity, specialized knowledge required, comparison with past ERP modernization fees, and other considerations.

IX. OTHER PROVISIONS

A. Public Record

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

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

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

C. Communications with the Owner

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

D. Costs

The City will not be liable for any costs incurred by any Respondent in preparing a response to this RFP or for any other costs incurred prior to entering into a Contract with an Consultant approved by the City.

E. Withdrawn/Irrevocability of Responses

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

F. Rejection of Responses, Modification of RFP

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

G. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

H. Validity of Response

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

FURTHER INFORMATION

The City encourages all interested Respondents to carefully review the materials provided in this RFP, including all attachments and referenced documents. The following additional information is provided to assist in the preparation of responses:
Any amendments, clarifications, or responses to written questions will be issued via addendum and posted on the City of Everett's website. It is the responsibility of each Respondent to check the website regularly for updates.
The Owner 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.
The City encourages participation from Minority- and Women-Owned Business Enterprises (MBE/WBE) and firms with demonstrated experience working with diverse communities.

X. ATTACHMENTS:

Attachment 1: Required Certifications/Forms
Attachment 2: Project Contact Sheet

Exhibits:
Exhibit 1: Owner-Vendor Agreement
Exhibit 2: City of Everett Vendor Reimbursement Guidelines

ATTACHMENT 1

Required Certifications

CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONTRACTS

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.

PUBLIC CONTRACTOR DEBARMENT

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

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 ____________________ of the corporation named as Bidder in the Bid included herein, that ________________, who signed said Bid
on behalf of the Bidder was then _______________________ of said corporation, that I know his
signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for
and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

____

(Secretary-Clerk)

____

(Signature of authorized individual submitting proposal)

____

(Printed Name)

____

(Name of Proposer)

____

(Date)

ATTACHMENT 2

CITY OF EVERETT

CONTACT FORM

PROJECT MANAGEMENT SERVICES FOR ACQUISITION OF MUNICIPAL FINANCIAL MANAGEMENT SOFTWARE

PROJECT NUMBER: AUD-27-06

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: ______________________________________

EXHIBIT 1

CITY OF EVERETT

OWNER-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.

The Vendor's Terms and Conditions are attached hereto as Exhibit D and are incorporated for reference purposes only. In the event of any conflict between this Agreement and Exhibit D, the terms and conditions of this Agreement shall govern.

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	*D*
Attached	[X]	[X]	[X]	[X]
Not Attached	[ ]	[ ]	[ ]	[ ]

[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:	Date Signed
Title:	

CITY OF EVERETT:

Name:	Date Signed
Title:	

Kiara M. Freeman	Date Signed
Chief Procurement Officer	

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	Date Signed
Interim City Auditor	

Approved As To Form:

Jaclyn Munson, Esq.	Date Signed
City Solicitor	

Robert Van Campen	Date Signed
Mayor	

Exhibit A
TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

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

2. TIME

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

3. REIMBURSABLE EXPENSES

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

4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The City shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as Exhibit C. If the agreed rate schedule is not included in the Proposal or attached as Exhibit C, the Vendor shall submit to the City, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the City at such time as the Estimated Amount has been reached. The City shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the City gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the City, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. Subject to Appropriation. The obligations of the City hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the City for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

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

6. VENDOR'S ACCOUNTING RECORDS

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

7. REPORTS, DRAWINGS, ETC.

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

8. INSURANCE

The Vendor shall obtain and maintain, 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

The city may terminate this Agreement as follows:

a. Without cause, on ten days' prior written notice; or

b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

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

12. MISCELLANEOUS PROVISIONS

a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the City and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.

b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the City. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the city and the Vendor.

d. Confidentiality. The Vendor shall not, without the City's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the City and to such of the City's architects, designers, vendors and lenders, and such other parties, as the City shall reasonably request, in such form as the City shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the City requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the City including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the City, nor any participant with the City, shall be personally liable to the Vendor hereunder, for the City's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the City for the satisfaction of any liability of the City hereunder. In no event shall the City ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The City's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the City for all damages incurred by the City as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights or remedies provided by law. The City may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

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

l. 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, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The city is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the City to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the City shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

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

EXHIBIT B
SCOPE OF SERVICES

The Vendor shall provide:

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.

EXHIBIT D

VENDOR'S PROPOSAL

The Vendor's Terms & Conditions are attached hereto as Exhibit D and is incorporated for reference purposes only**.** In the event of any conflict between this Agreement and Exhibit D, **the terms and conditions of this Agreement shall govern.**

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.