

**CONTRACT FOR THE PROCUREMENT
OF
GOODS AND SERVICES**

June 2014



**Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov**

**Town of Scituate
600 Chief Justice Cushing Highway**

Scituate, Massachusetts 02066

H: CONTRACT-STANDARD CONTRACT

TOWN OF SCITUATE, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and Public Safety Consultants, LLC with an address of P.O. Box 4074 Turnpike Station, Shrewsbury, MA 01545 hereinafter referred to as "Contractor", effective as of the 4th day of June 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in Attachment A - Scope of Services: RFP for Police Lieutenant Assessment Center, Town of Scituate, MA

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before September 1, 2014. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of \$100.00 per calendar day.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$5,450.00 in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment B, the price proposal.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or

Contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

1

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Finance Director/Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

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

Automobile Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

35-2358958

Social Security Number or
Federal Identification Number

A. Wayne Sampson
Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(If applicable)

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

CONTRACTOR

TOWN of SCITUATE

by A. Wayne Sampson

Awarding Authority Authorization:

A WAYNE SAMPSON
Printed Name and Title

Patricia A. Vinchesi
by its Town Administrator, Patricia A. Vinchesi

and/or by its Board of Selectmen:

TOWN OF SCITUATE

Department Authorization:

Department Org/Object for Appropriation

by its Department Head

Procurement Compliance:

Patricia A. Vinchesi
by its Procurement Manager

Certification as to Availability of Funds:

CERTIFICATE OF VOTE
(Corporations only should complete this form)

At a duly authorized meeting of the Board of Directors of the _____ held on _____ it was VOTED that
(Name of Corporation) (Date) N/A

Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in
the name and on behalf of said company, and affix its corporate seal hereto;
and such execution of any contract or obligation in this company's name on its
behalf by such officer under seal of the company, shall be valid and binding
upon this company.

I hereby certify that I am the clerk of the above named corporation and that _____ is
the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and
remains in full force and effect as the date of this contract.

Date (Clerk) N/A

Corporate
Seal

CERTIFICATE OF INSURANCE

(PROVIDE AN INSURANCE CERTIFICATE NAMING THE TOWN AS INSURED UNDER THE POLICY)

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of _____ (OWNER) and

Name of Insured _____
Address of Insured _____
Location and Description of Work _____
Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

Policy Number	Effective Date	Expiration Date	Each Occurrence		Aggregate
			Bodily Injury Liability	Property Damage Liability	
			Each Occurrence	Each Occurrence	Aggregate

1. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)

\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

3. Comprehensive General Liability

\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations

4. Contractual as Below 5. Independent Contractors

6. Broad Form Property Damage 7. Personal Injury

2. Auto Liability
Including: 1. All Owned Person Accident Accident
2. Hired \$1,000,000 \$1,000,000 \$1,000,000
3. Non-owned

4. Workman's Compensation

Compensation Statutory State(s)
Coverage B Limit \$1,000,000 if Applicable

5. Umbrella Liability

\$ _____ Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form

\$ _____

As Specified in Contract or Agreement

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

A. Wayne Sampson
(Signature of person signing bid or proposal)

Public Safety Consultants, LLC
(Name of Business)

7-3-2014
(Date)

**TOWN OF SCITUATE, MASSACHUSETTS
REQUEST FOR PROPOSALS**



**CONSULTING SERVICES TO DESIGN AND CONDUCT AN
ASSESSMENT CENTER
FOR SELECTION OF A POLICE LIEUTENANT**

April 2014

Town of Scituate

LEGAL NOTICE

REQUEST FOR PROPOSALS

CONSULTING SERVICES TO DESIGN AND CONDUCT AN ASSESSMENT CENTER FOR SELECTION OF A POLICE LIEUTENANT

The Town of Scituate, acting through its Chief Procurement Officer/Town Administrator, is requesting proposals from qualified firms to conduct an assessment center for selection of a Police Lieutenant

Copies of the Request for Proposal may be obtained from the Office of the Town Administrator Office on Thursday, May 1 between the hours of 8:30 a.m.-4:30 p.m. Monday, Wednesday, Thursday, 8:30 a.m.-7:30 p.m. Tuesday, or 8:30 a.m.-11:45 a.m. Friday, or by calling the office at 781-545-8741 or by downloading this document from www.scituatema.gov. The proposal deadline is Monday, May 19th at 11:00 a.m.

The Chief Procurement Officer will review all proposals in accordance with Massachusetts General Law c. 30B, and final selection will be based on an evaluation and analysis by the Chief of Police and Town Administrator of the information and materials required under this RFP. The contract will be awarded to a consultant who meets the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative criteria.

The Town of Scituate is an Equal Opportunity Employer and supports Women and Minority Owned Business Enterprises.

Patricia A. Vinchesi
Chief Procurement Officer/Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066
781-545-8741

TOWN OF SCITUATE MASSACHUSETTS

600 Chief Justice Cushing Highway
Scituate, MA 02066

CONSULTING SERVICES TO DESIGN AND CONDUCT AN ASSESSMENT CENTER FOR SELECTION OF A POLICE LIEUTENANT

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1. INTRODUCTION

1.1 The Town of Scituate requests proposals from qualified consultants to design and conduct an Assessment Center to evaluate candidates and to ultimately create a Civil Service eligible list from which the Town Administrator will promote the next Police Lieutenant. The successful vendor must work within parameters approved by the Civil Service Commission and the Human Resources Division and testing standards generally accepted for police promotional exams and in compliance with the Collective Bargaining Agreement between the Town of Scituate and the Scituate IBPO, throughout all phases of the project. As an important component of the hiring process, the assessment center must employ assessment exercises to evaluate candidates according to predetermined criteria and to measure the performance of the candidates using a graded scale.

Sealed written proposals for Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Lieutenant will be received at the Office of the Town Administrator until Monday, May 19th at 11:00 a.m. addressed to:

Town of Scituate
Patricia A. Vinchesi, Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066

Each envelope should contain two (2) sealed envelopes; one (1) for the price proposal and the other for all other material. The second envelope should not contain any reference to the proposal price.

1.2 Background

The Town of Scituate is a historic mid-sized seacoast community located equal distance between Boston and Plymouth. Scituate contains approximately 21 square miles of waterways, including five beaches, (Minot, Sand Hills, Egypt, Peggotty and Humarock), four rivers, the North and South Rivers, Herring River and Gulf River, and a large sheltered harbor. In the 375 years since its incorporation, it has evolved from a summer colony to a residential community with a population of 18,000. Ocean-related recreational activities make it a very desirable place for people to summer when the population increases to 30,000.

The Scituate Police Department is currently staffed with a Police Chief, one (1) Lieutenant, six(6) Sergeants (one of which is the Detective Sgt), two (2) Detectives, one (1) anticipated School Resource Officer, 23 Patrolman, five (5) part-time Officers, one (1) Animal Control Officer, one (1) full-time Administrative Assistant, one (1) part-time Administrative/Records clerk, three (3) full-time Dispatchers, three (3) part-time dispatchers, three (3) crossing guards. The Lieutenant, Sergeants, full time officers, animal control, full-time dispatchers, administrative assistants is represented in collective bargaining units. Part-time officers are non-unit employees.

The Town of Scituate operates with a five (5) member Board of Selectmen, a Town Administrator and Open Town Meeting form of government. The Lieutenant position is covered by Civil Service.

2. SCOPE OF SERVICES

- 2.1 Preliminary Interviews. Conduct a preliminary interview with the Town Administrator and Chief of Police to become familiar with the demographics and the needs of the Scituate Police Department and to establish the specific competencies/attributes to be measured in the assessment center process. The consultant will also solicit feedback from departmental members of desired qualities/characteristics for successful performance in Lieutenant's position.
- 2.2 Design a Written Narrative Portion. Design a written narrative portion such as pre-assignment using materials drawn from Police Department policies and procedures, rules and regulations or other related management/supervisory materials.
- 2.3 Design Assessment Center Exercises. In full compliance with the collective bargaining agreement and HRD Civil Service rules and regulations, the consultant will design the assessment center exercises. Included in the assessment center design will be a minimum of the following:
 - In Box Exercise
 - Dealing with a Personnel problem
 - Dealing with a union issue/grievance
 - Program development
- 2.4 Assessment Center Panel. The consultant will be responsible for recruiting members to serve on the assessment center panel. The consultant agrees that the Town Administrator will review and approve the members of the assessment center panel prior to the exam date.
- 2.5 Review Assessment Center Process with Police Department Staff. As part of the consultant's responsibilities, the Town will require the consultant to visit the Scituate Police Department and provide the Lieutenant candidates with an overview of the assessment center process and answer any questions from the Scituate candidates.
- 2.6 Notice of Assessment Center. The consultant will be expected to develop a schedule for conducting the assessment center and will be expected to notify those so involved. This schedule shall meet the approval of Human Resources Division requirements.
- 2.7 Conduct Assessment Center. Arrange for, oversee and conduct a sound, effectual and comprehensive assessment center. Perform all of the tasks outlined in this RFP. The consultant will prepare and provide all materials, notices and announcements for the Assessment Center. The consultant will provide for the videotaping of the assessment center.
- 2.8 Labor and Materials. Supply all personnel (including Assessors), labor and materials to conduct a one day assessment center for up to three candidates.

- 2.9 Secure Civil Service Endorsement of Selection. Provide the results of the assessment center, in accordance with civil service guidelines and regulations in accordance with statutory requirements and submit it to the Town Administrator for appointment purposes. The consultant will be responsible for acquiring certification of the Town's selection from the Massachusetts Civil Service Commission.
- 2.10 Follow Up Interviews. Provide an opportunity for brief follow-up interviews if requested by any candidates to discuss how their individual performance in the various exercises that had been measured against the performance, responses and/or behavior deemed appropriate, satisfactory and desirable, and to explain the rationale for assignment of their particular numerical grade for the exercises.
- 2.11 Other. Any other tasks incorporated by reference from the Commonwealth of Massachusetts Human Resources Division.

3. ADDITIONAL REQUIREMENTS

- 3.1 In addition to meetings required under other aspects of this Request for Proposal, the Town reserves the right to request up to two (2) additional meetings as may be requested by the Town Administrator.
- 3.2 The consultant is expected to provide one (1) copy of the videotape and one (1) Windows DVD of the final assessment exercise and scoring.
- 3.3 Total price shall be a lump sum and shall be all inclusive including travel, printing, telephone and any other outside expense.
- 3.4 The successful consultant will indemnify the Town of Scituate at the time of contract execution against any and all losses and damages by providing liability insurance in the amount of five hundred thousand (\$500,000) and by providing evidence of Workers' Compensation Insurance as required by law.

4. TIMELINE

- 4.1 The successful consultant must be ready to commence project work within twenty-one (21) calendar days of the contract award. No deviations from this schedule will be acceptable. While it is the Town's expectation to begin project work as soon as possible within the twenty-one (21) days, the town reserves the right to extend the project start date within reason due to unforeseen circumstances.

5. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

- 5.1 Sealed, written proposals for Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Lieutenant will be received until, Monday, May 19 at 11:00 a.m.

Town of Scituate
Patricia A. Vinchesi, Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066

- 5.2 The successful consultant should be prepared to begin work within twenty-one (21) days of the signing of the contract and work should be completed within thirty (30) days after the project's start date, unless by mutual agreement.
- 5.3 MGL Chapter 30B Section 6 requires the separate submittal of price and non-price (technical) information. The technical proposal shall be submitted in a sealed envelope clearly labeled **Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Lieutenant, NON-PRICE Proposal.**
- 5.4 The cost proposal with Appendix A, Non-Collusion Form and Appendix B, Statement of State Tax Compliance shall be submitted in a separate sealed envelope labeled **Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Lieutenant, PRICE PROPOSAL.**
- 5.5 The Town reserves the right to reject any or all proposals in whole or in part and to make the award deemed to be in the best interests of the Town.
- 5.6 The Town may waive any minor informality in the proposal process as described in Section 2 of Chapter 30B, or allow the vendor to correct them. Other minor errors will be clarified in the spirit and letter of Chapter 30B.
- 5.7 The Town will not be responsible for the premature opening of any proposal that is not properly identified.
- 5.8 Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this Request for Proposals may be rejected.
- 5.9 The Town of Scituate does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, or handicapped status in its employment practices or procurement of good and services.

6. SUBMISSION CRITERIA

- 6.1 Consultants are required to submit one (1) original and two (2) copies of a "Non-Price Proposal" as described in 6.2 below and one (1) original sealed "Price Proposal" using the form attached to this document.
- 6.2 **Non-Price Proposal** – All Non-Price Proposals shall include:

11.2.1.1. Name, Address and Telephone Number of firm;

11.2.1.2. Name and Address of the project contact person;

- 11.2.1.3. A description of the general skills of the firm including a description of the consultant's familiarity with assessment centers for civil service positions in Massachusetts;
- 11.2.1.4. Resume of the principal(s) who will work under this contract and the number of hours devoted to this project by each;
- 11.2.1.5. A scope of services plan with project timeline;
- 11.2.1.6. Information to allow the Town to evaluate the proposal based on each of the Comparative Evaluation Criteria; and
- 11.2.1.7. A certificate of State Taxes and Certificate of Non-Collusion, using the forms attached to this Request for Proposals.

6.3 **Price proposal** - Consultants are required to submit one (1) signed "Price Proposal". The PRICE PROPOSAL form shall be enclosed in a sealed envelope marked PRICE PROPOSAL.

6.4 No reference to the cost of the services provided under this contract should be included in any section of the Non-Price Proposal. Should this occur, the entire proposal will be rejected as a matter of law under Section 2 of Chapter 30B.

7. SELECTION AND EVALUATION PROCESS

7.1 The Town Administrator, Chief of Police and two representatives from the police union will review and rate all proposals received. Consultants who fail one or more categories under the Minimum Evaluation Criteria will be disqualified from further consideration. Consultants who submit proposals that meet all of the Minimum Evaluation Criteria will be evaluated next on Comparative Evaluation Criteria.

7.2 Minimum Evaluation Criteria:

- 7.2.1 Consultants must have at least two (2) years' experience in conducting comprehensive assessment centers for civil service positions in Massachusetts, including all elements identified in this RFP.
- 7.2.2 Consultants must have completed at least three (3) comprehensive assessment centers for civil service positions in Massachusetts, including all elements identified in this RFP.
- 7.2.3 Consultants must follow the "Guidelines for Ethical Considerations for Assessment Center Operations" by the International Task Force on Assessment Center Guidelines.
- 7.2.4 A signed Non-Collusion Statement and a signed Statement of State Tax Compliance.

8. COMPARATIVE EVALUATION CRITERIA

8.1 COMPARATIVE EVALUATION CRITERIA

8.1.1 EXPERIENCE

Highly Advantageous

Consultant has ten (10) or more years' experience in planning and implementing assessment centers for civil service positions.

Advantageous

Consultant has more than five (5) but less than ten (10) years' experience in planning and implementing assessment centers for civil service positions.

Not Advantageous

Consultant has more than three (2) but less than five (5) years' experience in planning and implementing assessment centers for civil service positions.

8.1.2 SIMILAR ASSESSMENT CENTERS

Highly Advantageous

Consultant has completed more than ten (10) similar assessment centers comparable to this project.

Advantageous

Consultant has more than five (5) but less than ten (10) similar assessment centers comparable to this project.

Not Advantageous

Consultant has completed less than five (5) similar assessment centers comparable to this project.

8.1.3 STAFF

Highly Advantageous

Consultant assigns a principal consultant to the project who has participated in at least eight (8) comparable assessment centers.

Advantageous

Consultant assigns a principal consultant to the project who has participated in at least five (5), but less than eight (8) comparable assessment centers.

Not Advantageous

Consultant assigns a principal consultant to the project who has participated in less than five (5) comparable assessment centers.

8.1.4 PLAN OF SERVICES

Highly Advantageous

Consultant has a well-defined and developed Plan of Services in response to this Request for Proposals and demonstrates a clear understandable implementation strategy.

Advantageous

Consultant has a sufficiently defined and developed Plan of Services in response to this Request for Proposals and demonstrates an adequate but not exceptional implementation strategy.

Not Advantageous

Consultant has an inadequately defined and developed Plan of Services in response to this Request for Proposals and demonstrates an undefined implementation strategy.

8.1.5 REFERENCES

Highly Advantageous

Consultant provides five (5) or more references that give the consultant an overall rating of “highly advantageous”.

Advantageous

Consultant provides more than three (3), but less than five (5) references whom give the consultant an overall rating of “advantageous”.

Not Advantageous

Consultant provides references and one (1) of whom rates the consultant as “not advantageous”.

8.2 RULE FOR AWARD

The contract will be awarded to a consultant who meets the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative evaluation criteria. The price proposal will be considered as part of the overall evaluation of the consultant. The selected consultant will be required to execute the Town’s Standard Contract Form which is included as Exhibit A.

8.3 OTHER

- 8.3.1 The Town may make such investigations as the Town deems necessary and the consultant shall furnish to the Town all such information and data for this purpose as the Town may request.
- 8.3.2 The Town's decision or judgment on these matters will be final, conclusive and binding.
- 8.3.3 The contract will be awarded within fifteen (15) days after the proposal due date unless the time for the award is extended by mutual consent of the parties.
- 8.3.4 Proposals that are incomplete or obscure may be rejected, and proposals that contain erasures, alterations, or other irregularities of any kind, or in which errors occur, may be rejected as informal or improper.
- 8.3.5 The Town reserves the right to reject any or all proposals and make award as may be in the best interest of the Town.

9. QUESTIONS AND INQUIRIES

- 9.1 Inquiries concerning any or all parts of this proposal must be made in writing to the person named below at least seven (7) days prior to the date the proposals are due but no later. All responses will be made in writing and all vendors of record will receive a complete copy of questions and responses. Send inquiries to:

Patricia A. Vinchesi
Town Administrator
600 Chief Justice Cushing Highway
Scituate, MA 02066
781-545-8742
pvinchesi@scituatema.gov



SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

EXHIBIT A

This agreement is entered into between the Town of Scituate (the Town) and _____
an independent contractor on this ____ day of _____ 2013.

The Contractor covenants and agrees with the Town as follows:

Provide all services as outlined in the attached bid package and Scope of Services issued by the Town of Scituate and as itemized and quoted in the firm's response attached.

The Town agrees that it will pay to the Contractor the sum of \$.

Payment to be made as follows:

All work is to be performed in a good and workman-like manner. All material to be of first quality and fit for the ordinary purpose for which it was intended.

It is understood that this Agreement constitutes the entire understanding between the parties and no department head, supervisor, or agent of the Town has any authority to modify, alter or amend this Agreement. This Agreement may only be modified by a written agreement signed by the Contractor and the Town Administrator or Board of Selectmen.

The Agreement may be terminated by either party by thirty (30) days written notice to the other party; provided, however, if this Agreement requires the Contractor to complete a specified contract at an agreed upon price, Contractor may not terminate without the Town's consent. Upon such termination, the Town shall be without obligation to make further payment pursuant to this Agreement except for such period as the Contractor shall have performed satisfactory work. In the event of breach of this Agreement by the Contractor, the Town shall be entitled to recover all damages, including consequential damages, plus reasonable attorney's fees and expenses.

The parties agree that the Contractor is an independent contractor. The Contractor shall bear all financial responsibility to his agents and/or employees, maintain all records required by Federal, Massachusetts and local laws and regulations, assume full responsibility for payment of all adequate unemployment insurance, workers' compensation insurance, Federal, Massachusetts and local taxes and social security contributions. Contractor shall furnish evidence of public liability insurance and motor vehicle insurance, if appropriate, in amounts and with insurance carriers acceptable to the Town.

Contractor shall indemnify and hold the Town harmless against claims by anyone for any breach of the terms of this Agreement or any injury, or damage caused in whole or in part by Contractor or any of its agents, servants or employees.

Approved as to appropriation:

Town of Scituate

Town Accountant

Approved as to procurement:

Board of Selectmen or
Town Administrator

Chief Procurement Officer

Independent Contractor

EXHIBT B

TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Certificate of Non-Collusion

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

Name of Person Signing Proposal

Name of Business

Date

Statement of Tax Compliance

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Countersignature of Individual or
Corporate Name (mandatory)

By: Corporate Officer (mandatory)

Federal Identification No.

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

EXHIBIT C

**TOWN OF SCITUATE
PRICE PROPOSAL
BID FORM**

Name of Firm or Individual, _____ doing
business at

Street Address _____ City/Town

State _____ Zip Code _____

Telephone Number _____ Contact Person _____

Consultant should submit quotes based on a cost per candidate taking into consideration an estimated pool of three (3) candidates for the Assessment Center. The cost per candidate should be considered comprehensive and include orientation sessions, pre-screening, interview with town management, and the actual assessment center.

Consultants should submit quotes as follows:

Cost per Candidate candidates= _____ (total bid price)

Assessor Fees: x 3 Assessors= _____ (total bid price)

Total Bid Price: _____

Total price shall be lump sum and shall be all-inclusive including travel, printing, telephone and any other outside expense.

Each additional assessor over three (3) assessors=_____ (per assessor)

Each additional meeting over stated in Section 3.1=_____ (per hour)

Signature

Date

PSC

**Public Safety Consultants, LLC
P.O. Box 4074 Turnpike Station
Shrewsbury, MA 01545
508-842-2611**



Town of Scituate

Police Lieutenant Assessment Proposal

May 19, 2013