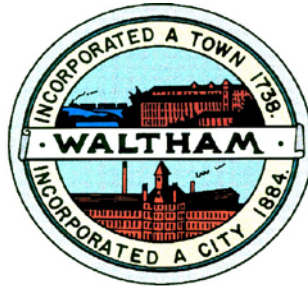


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

**Consulting Services to Design and Conduct an Assessment Center for
Hiring/Selection of the Deputy Police Chief.**

The bid opening will be held: 10:00AM Tuesday September 29, 2020

Last Day for Written Questions: 12 Noon September 22, 2020

Via E-Mail Only to jpedulla@city.waltham.ma.us

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Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR PROPOSAL (RFP)

Under the rules of M.G.L. Chapter 30B, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

**Consulting Services to Design and Conduct an Assessment Center for
Hiring/Selection of the Deputy Police Chief**

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until:

Bid Opening: 10:00AM September 29, 2020

Last Day for Written Questions: 12 Noon September 22, 2020

Via E-Mail Only to Jpedulla@city.waltham.ma.us

At which time and place the bids will be publicly opened and read.

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/bids

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED BID FOR:

Design and Conduct an Assessment Center

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The City of Waltham (hereinafter “City”) is seeking proposals, in the form of bids, from qualified and experienced Prospective Consultants to provide services for the hiring of a permanent Deputy Police Chief, through an internal promotional process using an Assessment Center that complies with Massachusetts Civil Service Law, M.G.L. c.31, rules, and regulations.

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2020 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

hereinafter called the DESIGNER.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said designer for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the DESIGNER agrees to receive as full compensation for everything furnished and done by the DESIGNER under this contract, including all work required herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

Date for **final completion of the project is 60 Days from the date of the Notice-to-Proceed (NTP)**

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____
APPROVED AS TO FORM ONLY

Kristin Murphy, Personnel Director
Date: _____

Keith MacPherson, Chief of Police
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

DESIGNER (Signature),
Date: _____

Company

Address

INSTRUCTIONS

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID/PROPOSAL (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID/PROPOSAL (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document.

7. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

8. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

9. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on Price, Technical, and Compliance requirements.

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.
Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.
14. ACTIVE VENDOR LIST.
Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.
15. FUNDS APPROPRIATION.
THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.
16. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.
17. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.
18. STANDARD OF QUALITY.
Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.
20. MODIFICATION.
No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.
21. ASSIGNMENT.
The final payment for work done under this Contract shall be made only after the Designer has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Designer shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.
22. GUARANTEES.
Unless otherwise stipulated in the specifications, all durable items shall be guaranteed by the designer for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be

replaced the designer free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The designer shall make such replacement immediately upon receiving notice from the Purchasing Agent.

23. SINGLE VENDOR.

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

24. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

28. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

29. TIE BREAK

In the event of a tie where both vendors were responsive and responsible the vendors with a tie agree to a coin toss to determine the winner. The Coin toss will be executed in the presence of both vendors and a witness from the Purchasing Office. The coin will be flipped by the Chief Procurement Officer in the presence of the two bidders. A written record of the process you used, including the results and the names of those participating. The low bidders shall sign an agreement stating that they will abide by the results of the tie breaker. As an alternative, you may allow for a "second round" between the tied vendors.

30. ORIGINAL SIGNATURES

Where a signature is required in the bid documents, the vendor is required to place an original "wet" signature. The Certificate of Vote Authorization, Certificate of Non Collusion Certificate, Tax Compliance Certificate, Debarment Certification, Notary Public Certification and the Bid Form (price form) MUST bear an original "Wet" signature by the authorized corporate officer. The Notary Public Certification must be from a notary permitted to practice in this country. No certifications by a foreign Notary public will be accepted.

31. PRINTING AND ASSEMBLY BID SUBMISSION

Bid responses shall be submitted in single page printing format. No double-sided printing is accepted by the City. The response binding shall be with an appropriately sized clip binder. No staples, no metal or plastic binding is accepted.

32. COVID-19 BID OPENING

Based on Governor Baker's declared state of emergency, in-person bid or proposal openings are not required at the present time to satisfy Chapter 30B. If a bid is not opened at a public meeting, Chapter 30B requires that the opening be in the presence of a witness or witnesses. Under the current emergency, the opening does not need to be witnessed in person. The opening can be livestreamed for the witnesses and recorded for public record purposes. For the present time and until the emergency is lifted by Governor Baker, the City of Waltham will not hold in-person bid openings or proposals. However, the city will continue to record and prepare a spreadsheet

showing all of the prices received and distribute the same to all interested parties. Copies of the same bid results will also be posted in the City web site at www.city.waltham.ma.us/bids .

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Designer shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Designer shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Designer shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PERSONS

The Designer shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Designer agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Designer, his agents or employees, or any subcontractor.

5. CONTRACT DURATION.

This contract is for the period required to complete the project

6. INSURANCE

A. **WORKMAN'S COMPENSATION:** The Designer shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Designer. Designers shall provide insurance on a primary basis and the designer's policy shall be exhausted before resorting to other policies. The designer's policy is the primary one not the contributory.

B. **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. **UMBRELLA POLICY**

General liability	\$1,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage".*

Failure by the designer to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability. The Certificate of Insurance must be mailed directly to:

Office of the Chief Procurement Officer
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

7. PERSONNEL:

The Designer shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Designer to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Designer to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Designer or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

8. MATERIALS (if applicable)

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Designer. The Designer agrees to replace any supplies, material or equipment used by the Designer. The Designer agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

9. TERMINATION FOR CONVENIENCE.

This contract may be terminated by the City for Convenience. The City of Waltham may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the Designer thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties.

If the Designer is not in default or in breach of any material term or condition of this Agreement, the Designer shall be paid its reasonable, proper and verifiable costs up to the of termination to the extent previous payments made by the City of Waltham to the Designer have not already done so. Such payment shall be the Designer's sole and exclusive remedy for any Termination for Convenience, and upon such payment by the City of Waltham to the Designer, the City of Waltham shall have no further obligation to the Designer.

The City of Waltham shall not be responsible for the Designer's anticipatory profits or overhead costs attributable to unperformed work.

upon deliverance to the Designer of a five-day written notice of said termination.

10. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

11. BIDDER EXPERIENCE EVALUATION

Each designer shall submit with his/her response, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Designer shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Designer refurnish services at no additional cost to the City until approved by the City. If the Designer shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Designer. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Designer. If the damages sustained by the City exceed sums due or to become due, the Designer shall pay the difference to the City upon demand. The Designer shall not be liable for any damages sustained by the City due to the Designer's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Designer has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime designer to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. ACTIVE REPARATION CLAIMS

Does your company or any of its Principals have an active reparation Claim with the City. A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES _____, NO _____ (circle or check applicable).

If YES Please explain the nature of the claim, date of the claim and City Department

(Add an additional page if necessary)

21. THE CITY OF WALTHAM EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law.

In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246 as amended; The Genetic Information Nondiscrimination Act of 2008 and such other federal, state and local non-discrimination laws as may apply.

SPECIFICATIONS

Technical Specifications

Consulting Services to Design and Conduct an Assessment Center for Hiring/Selection of the following positions:

Deputy Police Chief

The City of Waltham (hereinafter “City”) is seeking proposals, in the form of bids, from qualified and experienced Prospective Consultants to provide services for the hiring of a permanent Deputy Police Chief, through an internal promotional process using an Assessment Center that complies with Massachusetts Civil Service Law, M.G.L. c.31, rules, and regulations (including judicial interpretations thereof regarding use of Assessment Centers), with all applicable rules, regulations, and delegation agreements, labor agreements between the City and its employees, and with industry standards for proper and ethical assessment center operations such as those set forth in *Standards and Ethical Considerations for Assessment Center Operations Endorsed by the International Congress of Assessment Center Methods*.

1.0 TWO ENVELOPE PROPOSAL

The bid is comprised of two sections submitted in two separate sealed envelopes. One envelope shall contain the company’s technical response with no mention of price. The technical response is 70 points of the overall proposal evaluation; the second sealed envelope marked “price envelope” shall contain ONLY the completed price form and it is 30 points of the total evaluation.

2.0 PROSPECTIVE CONSULTANT

The Prospective Consultant replying to this RFP must be or represent prospective consultant, company, or corporation that possesses relevant experience and has a history of performance in conducting comparable work sufficient to undertake and successfully complete the scope of the work contemplated by this RFP and which demonstrates the minimum criteria and the ability to provide the services contemplated in this RFP. The prospective consultant must be an Equal Opportunity Employer and may not engage in activities or employ persons which will create a conflict of interest.

3.0 KEY INFORMATION FOR THIS PROPOSAL

The bid response must include a letter of transmittal that is signed by an individual authorized to bind the bidder contractually. The transmittal letter must include:

- a. The name of the individual(s) who is/are authorized to negotiate and sign a contract on the bidder’s behalf;
- b. The name, title, address, and telephone number of the individual(s) who can supply additional information if requested; and
- c. A brief description of the overall services proposed.

The bid response must be submitted in a clear and concise format, with each page of the proposal numbered consecutively from the beginning through all appended material, must provide the following information about the bidder:

- a. Certify under the pains and penalties of perjury that the bidder or its officers have not been barred from doing business by any government agency, including but not limited to the Commonwealth of Massachusetts, the federal government, or any other municipality.
- b. Provide information to demonstrate sufficient operating and administrative support to be able to perform the services requested.
- c. Provide contact information for all professional employees proposed to be involved in the project, including their title, office address, telephone number, fax number, and number of years of service with the bidder. Identify by name the professional staffing to be used and provide biography for each professional staff person who will work on this project.
- d. Discuss the unique capabilities of your company and the individuals assigned to perform the services that distinguish your company from other companies. Highlight years in business and relevant experience with designing and conducting assessment centers in the State of Massachusetts to fill the positions of: Deputy Police Chief.
- e. Outline the unique capabilities to ensure no biases are present by the Assessors during the Assessment Center.
- f. Provide evidence of any affiliation or membership with any association associated with designing and performing assessment centers.
- g. Describe the ability of the project team to meet time schedules, cost factors, and constraints of a project.
- h. Confirm Assessment Centers can be complete in the HRD required timeline.
- i. List all actions taken by any regulatory agency or litigation involving the prospective consultant, its agents or employees with respect to any work it has performed.
- j. The City retains the right to request additional information regarding the bidder's ability, qualifications, and procedures to be used to perform under this contract, as it deems necessary or desirable to supplant or clarify the information provided by the bidder.
- k. Provide as references the names and contract information of five (5) municipal or local government clients, including a brief scope of work performed for these clients within the last five years. Additionally, bidders must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers.

3.1. PRICE PROPOSAL

The price proposal must include all fees and costs to perform the Scope of the Work as stated in this RFP, including but not limited to the following:

- a. As requested, work with the City of Waltham Human Resources office and the City of Waltham Police Department to develop a written job description for the qualifications and position of: Deputy Police Chief.
- b. Work with and obtain any necessary approval of the City of Waltham Human Resource Department and the Massachusetts Human Resources Division (HRD) through every step of the assessment process.
- c. Design, develop, construct, validate, administer and score the assessment center.
- d. Review Assessment Center process, including preparation and distribution of appropriate study guides, with City personnel including prospective candidates.
- e. Cooperate with the City of Waltham Human Resources Department and HRD regarding sending notices for the Assessment Center.
- f. Conduct the assessment center including videotaping.
- g. Assist as requested to secure civil service endorsement of the selection.
- h. Assist with Appeals as necessary.

- i. Any other tasks requested as required by law, labor agreements, or the delegation agreement with HRD.

4. SCOPE OF WORK

- a. Design Assessment Center: In full compliance with M.G.L. c.31 with Massachusetts civil service law, rules and regulations (including judicial interpretations thereof regarding use of assessment centers), with all applicable rules, regulations and terms of any delegation agreements between the City and HRD with all applicable labor agreements between the City and its employees, and in accordance with industry standards for proper and ethical assessment centers to serve as the Assessment Center along with Education and Experience as the ranking device to establish a civil service list for persons eligible for appointment to the position of: Deputy Police Chief and an Assessment Center at 80% as the sole ranking device along with 20 % Education and Experience to establish a civil service list for persons eligible for appointment to the position of: Deputy Police Chief.
 - a. The prospective consultant shall provide a plan of services describing the specific method of completing the scope of the work within the established deadline. Included in the Plan of Services must be a detailed description of the tasks to be performed by the consultant. The plan should specify time schedules, milestones, and personnel assignments.
 - b. Included in the assessment center design will be a minimum of the following:
 - i. Meeting with Human Resources, HRD, and the Waltham Police Department to gather information as necessary for each step of the Assessment process.
 - ii. Perform an analysis of the job and assist in developing a job description and qualifications of all positions.
 - iii. Assist in determining the attributes to be evaluated by the assessment center and provide a written detail of the knowledge, skills, abilities, personality, judgment, and personal characteristics that are supported by the job analysis data that will be evaluated during the assessment center exercises and process.
 - iv. Assist with development of job related, content valid questions and activities that will be used during the assessment center that will give each applicant an equal opportunity to demonstrate his/her ability.
 - v. Design, develop, construct and validate assessment center exercises that will adequately, objectively, and fairly measure the skills, knowledge, and abilities of each applicant to perform the job duties outlined in the position that they seek.
 - vi. Provide materials that support the validity and reliability of the assessment center.
 - vii. Prepare documents that provide samples of the assessment.
 - viii. Develop an appropriate, consistent and fair scoring theme to be used by the assessors.
 - c. The prospective consultant will be responsible for recruiting and training members to serve on the assessment center panel, subject to the approval of City of Waltham Human Resources Department and HRD and others as required. Training will include the evaluation methods, the use of rating schedules, and the administration of the exercises.

b. REVIEW ASSESSMENT CENTER WITH CITY DEPARTMENTS AS REQUIRED

- a. As part of the prospective consultant's responsibilities, the City will require the consultant to visit the Waltham Police Department as necessary, to provide an overview of the assessment center process, explain why it is being used, and be able to answer any questions from eligible candidates concerning the process.
- b. The prospective consultant will prepare and provide eligible candidates with an appropriate study guide approved by HRD as appropriate.
- c. With the approval of HRD, the prospective consultant will provide training materials and sessions that will be distributed and/or conducted for applicants prior to the administration of the assessment center in order to familiarize the applicants with assessment center procedures.

c. SEND OUT NOTICES FOR ASSESSMENT CENTER

- a. In cooperation with the City of Waltham Human Resource Office and HRD, the prospective consultant will develop a schedule for conducting the assessment center and will assist in notification to those involved in this schedule.
- b. The consultant will assist in developing the original promotional assessment announcement of the assessment center that will include testing dates, proposed salary and:
 - i. The attributes that will be evaluated in the assessment center including a description of duties, the required knowledge, skills, abilities, and personal characteristics to be measured; a description of the assessment center process; any suggested and approved reading lists or preparation of guides; and
 - ii. The procedure for prospective candidates to indicate their interest in participating in the assessment center including application deadline and fees.
- c. The consultant shall assist in obtaining approval from HRD that the announcement is consistent with statutory requirements and proper posting.
- d. The consultant will assist the City Human Resources Department in ensuring that all notifications to all eligible candidates, acceptance and processing of examination applications, and verification of examination eligibility is consistent with statutory requirements and any applicable labor agreements.

d. CONDUCT ASSESSMENT CENTER

- a. The consultant will be responsible for:
 - i. Conducting, overseeing, and monitoring the assessment center with all candidates.
 - ii. Videotaping or otherwise visually and audibly recording the assessment center.
 - iii. Developing and implementing a security plan regarding the administration and scoring of the selection process that will be utilized to ensure the integrity of the assessment center.
 - iv. Along with the City Human Resources Department and HRD, determine a passing score, the weight of various components of the assessment center, and score and rank all participants. The City Human Resources Department and HRD will apply any preferences due to veteran's status, education and years of service.
 - v. With the approval of the City Human Resources Department and HRD, the consultant will conduct any reviews permitted by Section 22 of Chapter 31 and any other allowed appeals.

- vi. The consultant shall maintain total and complete confidentiality regarding all aspects of the consultant's work for this project. The consultant shall not disclose any information in whole or in part to any person or entity whatsoever or discuss the assessment center or its results with anyone unless so requested and authorized by the City. It shall be solely a determination of the City and HRD as to what is public information to which the public has access.
- vii. The consultant will be in attendance as observers during the entire administration of the Assessment Center.
- viii. The consultant will prepare a report regarding the assessment center and the scores and ranks of participants at the conclusion of the assessment center.

e. **OTHER**

- a. The consultant will maintain, for at least ten (10) years after the completion of all duties and receipt of full payment from the City, appropriate records of transactions, communications, and fees/costs to and from the City and cooperate with any audit conducted by HRD.
- b. The consultant will be responsible for any other tasks required by MA Civil Service Law, any labor agreements with the City, and with any delegation agreement with HRD as they relate to assessment centers for these particular positions.

5. **MINIMUM EVALUATIVE CRITERIA**

Each proposal will be evaluated based on the completeness, presentation and responsiveness to the requirements of this RFP. The following items identify the Minimum Evaluative Criteria by which the City will evaluate the proposals. A written response with supporting documentation must be submitted for each item.

- a. Must have a minimum of ten (10) years' experience in providing assessment center design and implementation in a unionized public safety department.
- b. Must provide written evidence of the firm's capability to successfully complete the project, including a description of the firm's familiarity and expertise in municipal human resources management, public safety operations and assessment centers in Massachusetts.
- c. The bidder must submit four references from Massachusetts municipalities who have contracted with the bidder for similar services. The references should include scope of work, contact person, telephone number and email address. The city must have the right to contact these four references.
- d. The bidder shall submit his/her proposal upon the bid forms supplied with these specifications. The bidder shall specify the lump sum price as requested. All bids shall be signed correctly with ink in order to qualify.
- e. The respondent shall properly complete and submit all documents in the Compliance Section.

Proposals that do not meet the minimum evaluative criteria shall be summarily rejected.

6. **COMPARATIVE EVALUATIVE CRITERIA** (This section is 70 points of the total proposal evaluation)

Quality of Response, Sections 2, 3 and 4. (Max Score = 15 points)	
Highly Advantageous (15 points)	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the Town's needs. The bidder offers exceptional standards and analysis including validation techniques and development of ethical considerations.
Advantageous (7 points)	The proposal is complete and addresses the scope of services and the Bidder meets all the quality requirements in Sections 2, 3 & 4.
Not Advantageous (2 points)	The proposal is incomplete/is not clear whether it satisfied the scope of services, but the Bidder meets all the quality requirements in Sections 2, 3 and 4.
Unacceptable (0 points)	The Vendor does not meet the quality requirements.

Minimum Requirements (Max Score = 5 points)	
Highly Advantageous (5 points)	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the City's needs. The bidder offers exceptional standards and analysis including validation techniques and development of ethical considerations. The bidder meets all minimum requirements.
Advantageous (2 points)	The proposal is complete and addresses the scope of services and the bidder meets all minimum requirements.
Not Advantageous (1 point)	The proposal is incomplete, is not clear whether it satisfies the scope of services, but the bidder meets all the minimum requirements.
Unacceptable (0 points)	The vendor does not meet minimum requirements

Experience with Government Clients. (Max Score = 15 points)	
Highly Advantageous (15 points)	Bidder has provided similar services as requested in this RFP for more than seven (7) Massachusetts municipal clients with a unionized public safety department with over 100 personnel.
Advantageous (7 points)	Bidder has provided similar services as requested in this RFP for more than five (5) Massachusetts municipal clients with a unionized public safety department with over 100 personnel.
Not Advantageous (2 points)	Bidder has provided similar services as requested in this RFP for four (4) Massachusetts municipal clients with a unionized Public Safety Department under 100 personnel.
Unacceptable (0 points)	Bidder has provided similar services as requested in the RFP to fewer than three (3) Massachusetts municipal clients with a unionized Public Safety Department fewer than 100 personnel.

Public Safety Experience (Max Score = 5 points)	
Highly Advantageous (5 points)	Bidder has conducted more than Twenty (20) public safety personnel selection processes.
Advantageous (2 points)	Bidder has conducted more than fifteen (15) public safety personnel selection processes.
Not Advantageous (1 point)	Bidder has conducted more than ten (10) public safety personnel selection processes.
Unacceptable (0 points)	Bidder has conducted less than ten (10) public safety personnel selection processes.

Assessment Center Design and Implementation Experience. (Max Score = 15 points)	
Highly Advantageous (15 points)	Bidder has conducted more than one Assessment Center used in a selection process for Deputy Police Chief.
Advantageous (7 points)	Bidder has conducted one Assessment Center used in a selection process for Deputy Police Chief.
Unacceptable (0 points)	Bidder has not conducted any Assessment Center used in a selection process for Deputy Police Chief.

Deputy Police Chief Experience. (Max Score = 15 points)	
Highly Advantageous (15 points)	The bidder has conducted assessment centers used in a selection process for Deputy Police Chief.
Advantageous (7 points)	The bidder has conducted assessment centers used in a selection process for a Deputy Police Chief .
Not Advantageous (2 points)	The bidder has conducted assessment centers in selecting public safety personnel, but not a Deputy Police Chief.
Unacceptable (0 points)	The bidder has not conducted an assessment center for selecting public safety personnel.

Lead Person Experience (Max Score = 10 points)	
Highly Advantageous (10 points)	The project lead person has conducted more than ten (10) successful assessment centers in selecting a Deputy Police Chief within the last three (3) years.
Advantageous (7points)	The project lead person has conducted more than ten (10) successful assessment centers in selecting public safety personnel within the last three (3) years.
Not Advantageous (4 points)	The project lead person has conducted a minimum of ten (10) successful assessment centers within the last three (3) years.
Unacceptable (0 points)	The project lead person has conducted less than ten (10) successful assessment centers within the last three (3) years.

7. SUCCESSFUL CONSULTANT CONTRACTUAL OBLIGATIONS

The successful bidder/consultant will be required to assume sole responsibility for delivering the services outlined in this RFP. The City will consider the successful consultant to be the sole point of contact with regard to contractual matters, whether or not the consultant, for one or more parts of this project, uses subcontractors.

As to the City the consultant will be an independent contractor. Subcontracting by the consultant may be allowed for services outlined in this RFP. Any intent to subcontract on the part of the consultant must be specifically described in the bid proposal. Failure to identify subcontractors and subcontracted tasks in the bid proposal could disqualify the bidder from further consideration. The City reserves the right to approve the use of any subcontractor.

The successful consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the contract or its right, title, or interest therein or its power or duty to execute the contract to any other person, company, corporation or other legal entity without prior written consent and approval by the City.

All right, title, and ownership of all data, material, intellectual property, videotapes, recordings, and documentation resulting from the design and/or implementation of this project prepared for or provided to the City pursuant to his contract shall remain exclusively with the City.

COMPLIANCE

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned with your bid package.

Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

	Check when Complete
• Non-collusion form and Tax Compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization.....	_____
• Certificate of Insurance (showing all limits of WC & GL).....	_____
• Three (3) References.....	_____
• Debarment Certificate	_____

Your Company's Name: _____

Service or Product Bid _____

NOTE: Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

NON-COLLUSION FORM AND TAX COMPLIANCE FORM**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies 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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and designers, and withholding and remitting child support.

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (name) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____
_____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today's Date

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

BID PRICE FORM
(Follows)

BID PRICE PROPOSAL FORM**This form must be submitted in a separate sealed envelope****Assessment Center for:****Deputy Police Chief****PRICE PROPOSAL IS 30 points OF THE TOTAL EVALUATION**

The **Bid Price Proposal Form** or an exact copy is to be signed by the individual authorized to negotiate for a contractually bind the company. Failures to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional bid** and proposals will be **rejected**.

Procedures under this bid require separate and confidential price submission. The envelope must be sealed and clearly marked **"Police Assessment Center Consultant- Price Proposal"**.

Bidder Name: _____

Authorized Signature: _____

Print Name: _____

Bidder Address: _____

Price Proposal:

ALL INCLUSIVE PRICE IS ALL COSTS RELATED TO THE ASSESSMENT CENTER TO INCLUDE ASSESSORS FEES AND ANY OTHER EXPENSES RELATED TO THE STEPS OUTLINE IN THIS RFP AND OUTLINED IN THE HRD ASSESSMENT CENTER PROCESS. THERE SHALL NOT BE ANY COSTS, FEES OR EXPENSES OUTSIDE THE DOLLAR AMOUNT LISTED IN THIS BID.

Deputy Police Chief	
ASSESSMENT CENTER	
Item Description	Amount \$
All-inclusive price for up to four (4) candidates, including Assessors fees.	
All-inclusive price for each additional candidate including Assessors fees.	

My company recognizes receipt of addenda # __, __, __, __, __, __, __, __, __.