

**SOLICITATION FOR:
CHIEF OF POLICE SELECTION CONSULTANT
RFP # 14-50**



CITY OF SOMERVILLE, MASSACHUSETTS

**RELEASE DATE:
Monday, December 2, 2013**

**DUE BY:
Thursday, December 19, 2013 11:00 a.m.**

**DELIVER TO:
City of Somerville
Purchasing Department
Attn: Angela M. Allen, Director of Purchasing
93 Highland Avenue
Somerville, MA 02143**

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SECTION 1.0 INSTRUCTORS TO OFFEROR

1.1 General

- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer (if incorporated).
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- On and after **December 2, 2013** the solicitation may be downloaded from the City's Purchasing web page:
<http://www.somervillema.gov/departments/finance/purchasing/bids>. Additional copies of the solicitation may be obtained from the Purchasing Department by emailing the point of contact and the cover page of this RFP, or by visiting in person to request a hard copy between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 5.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Massachusetts General Laws (MGL).

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original and two (2) copies of the non-price technical proposal marked: "Non-Price Proposal—Chief of Police Selection Consultant." The second envelope includes one (1) original and two (2) copies of the price proposal marked "Price Proposal— Chief of Police Selection Consultant." Please send the complete sealed package to the attention of the Angela M. Allen, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00 a.m., on Thursday, December 19, 2013.**

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late proposals will not be considered, and will be returned.)

1.3 Questions

Questions or concerns regarding any aspect of this solicitation shall be forwarded in writing to Angela M. Allen, Director of Purchasing at the address above; by fax number (617) 625-1344 or through e-mail to amallen@somervillema.gov so that they can be addressed prior to the solicitation deadline for offers. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. It is the responsibility of the Offeror

to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is:

<http://www.somervillema.gov/departments/finance/purchasing/bids>

1.4 Key Dates for this Solicitation

ITEM	DATE
Solicitation released	December 2, 2013
Deadline for submitting questions	December 11, 2013 4:30pm
Responses due, screened and evaluation begins	December 19, 2013 11:00am
Anticipated award	January 2014
Estimated service commencement	January 2014

1.5 Definitions

FFP: Firm Fixed Price
MGL: Massachusetts General Law
POC: Point of Contact
RFP: Request for Proposals
SOW: Scope of Work

1.6 Evaluation Methodology

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the Comparative Evaluation Criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the Comparative Evaluation Criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all responses if it determines that the criteria set forth have not been met.

1.7 Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain the following information in this particular order:

1. Cover Letter
2. Qualifications & Experience
3. Quality Requirements Form (see table in sec. 1.9)
4. Plan of Services (see outline in sec. 1.7.4)
5. Personnel Qualifications
6. Writing Samples
7. References / Past Performance (see format in sec. 1.7.7)
8. Completed Forms (found in section 6.0)
 - Certificate of Non Collusion & Affidavit Tax Compliance
 - Certificate of Signature Authority
 - Somerville Living Wage Ordinance
 - Vendor TIN Certification Form

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. All binders will allow for easy removal and replacement of pages.

1.7.1 Cover Letter

The cover letter will summarize, in a brief and concise manner, that the Offeror understands the requested services. Please include the official name of the firm (or sole proprietor) submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

1.7.2 Qualifications & Experience

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also

generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

1.7.3 Quality Requirements Form

The Quality Requirements Form, or set of basic business standards, must be addressed by each Offeror and presented within the technical proposal documentation.

1.7.4 Plan of Services

All Offerors must submit a plan of services that they would provide under this contract in order to fulfill the service requirements shown. Such "Plan of Services" must include, but not necessarily be limited to the following:

1. Descriptions of the procedures to be used to conduct a Chief of Police search process, including advertising, networking and recruiting resources.
2. A description of the procedures to be used to maintain ongoing contact with the Personnel Director and a timeline for contract milestones.
3. A description of the Offeror's approach to salary negotiation for prospective candidates.

1.7.5 Personnel Qualifications

The qualifications of the employee(s) who will work on this contract, including resume, licensure documentation (if applicable with dates, and any other items that demonstrate the required experience stated in the SOW.

Please Note: Vendor may not engage any other company, sub-contractor or individual in the performance of this contract without the prior written consent of the City.

1.7.6 Writing Samples

The Offeror is required to submit at least two (2) representative writing samples of its previous Chief of Police searches that relate to the SOW. Examples of writing samples to submit may include but shall not be limited to detailed reports of findings, recommendations, relevant presentation materials or memoranda of public record to Offeror's clients, etc.

1.7.7 References / Past Performance

Please provide a list of all municipalities for which Offeror has provided Chief of Police Search Consulting Services. Please include the Period of Performance, name, telephone number and email of the contact person for at least three of your municipal clients. Offerors shall indicate whether the Chief of Police recommended was selected and hired by the municipality. Please utilize the below format for all three references.

Past Performance / Reference Title:	
Period of Performance	
POC Name & Title	
Telephone	
Fax	
Email	
Summary of supplies or services provided	

1.7.8 Forms

All listed forms stated in Section 1.7 shall be filled out by the Offeror and submitted in the technical / non-price proposal response. Failure to do so may deem your proposal non-responsive

1.8 Price Proposal Format

1.8.1 Cover Letter

Include a cover letter to summarize, in a brief and concise manner, that the Offeror understands that the price submitted with the response is a firm price. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

1.8.2 Price Summary Page

Refer to Section 5.0 for the Price Proposal Form. Submit this completed and signed form in a separately sealed envelope, labeled "Price Proposal" for RFP 14-50.

1.9 Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Minimum of five (5) years of the Offeror's <u>staff</u> assigned: Experience with nationwide searches for Chief of Police		
2.	No documented record of non-performance or significant unsatisfactory performance in providing consulting services related to searches for Chief of Police positions.		
3.	Completeness of proposal, based on the following: a) Written detail of the search/recruiting process of qualified applicants and related services including philosophy and timeline. b) Description of the process for assisting the City of Somerville in defining the leadership needs of the community, Board of Aldermen, members of the Police Department and Police Unions and in establishing selection criteria and characteristics for a Chief of Police. c) Description of the process for screening applicants, verifying credentials, and checking references. d) Description of how Offeror will publicize the vacancy, including the application process, mailings to recruiting network websites, professional organizations, etc.		
4.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1 and 2 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. This information should be detailed throughout the various Tabs in the technical proposal response. *Subcontractors, if applicable, must be also included.*

1.10 Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the solicitation shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

FACTOR 1: PERSONNEL QUALIFICATIONS	
Highly Advantageous	Key personnel assigned have over 7 years of experience in nationwide searches for Chiefs of Police and negotiations with selected candidates. Have a proven track record of their work leading to successful hires of Chiefs of Police.
Advantageous	Key personnel assigned have 5-7 years of experience in nationwide searches for Chiefs of Police and negotiations with selected candidates. Documented results of their work leading to successful hires of Chiefs of Police.
Not Advantageous	Key personnel assigned have 3-5 years of experience in nationwide searches for Chiefs of Police and/or negotiations with selected candidates. Documented results of work indicate that Chiefs of Police selected were hired less than 50% of the time.

FACTOR 2: PLAN OF SERVICES AND WRITING SAMPLES	
Highly Advantageous	Key personnel assigned to project demonstrate a high level of writing and communication ability. Samples demonstrate very strong and clear work-flow, organization and effectiveness.
Advantageous	Key personnel assigned to project demonstrate a mid-level of writing and communication ability. Samples demonstrate good work-flow, organization and effectiveness.
Not Advantageous	Key personnel assigned to project do not demonstrate strong writing and communication ability.

FACTOR 3: REFERENCES / PAST PERFORMANCE	
Highly Advantageous	Very positive response from three or more references.
Advantageous	Positive responses from two references that are generally good but not necessarily outstanding.
Not Advantageous	One negative response from a reference.

1.11 Rule for Award

The contract shall be awarded to the most responsible and responsive proposer submitting the most highly advantageous proposal response, taking into consideration all evaluation criteria as well as price. It is estimated that the contract will be awarded within thirty (30) days after evaluation. The time for award may be extended for up to fifteen (15) additional days by mutual agreement between the City and the most responsible and responsive bidder.

THIS AREA LEFT INTENTIONALLY BLANK

SECTION 2.0 GENERAL TERMS & CONDITIONS

2.1 Taxes

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

2.2 Freight on Board (FOB)

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

2.3 Unit Price

In case of error in extension of prices quoted herein, the unit price will govern.

2.4 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of this IFB and completion of this delivery. The benefits of all such reductions will be extended.

2.5 Guarantees

The proposer, to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

2.6 Indemnification

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

2.7 Insurance

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City

of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

2.8 Independent Contractor

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

2.9 Complete Agreement

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

2.10 Assignment

Vendor shall not assign the Agreement or any interest therein, without prior written consent of the City of Somerville.

2.11 Subcontractors

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

2.12 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

2.13 Enforceability

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

2.14 Conflict of Interest

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

2.15 Termination

2.15.1 For Cause and for Convenience

Refer to attached Sample Contract for the City's termination clauses.

2.15.2 Return of Property

Upon termination, Vendor shall immediately return to the City of Somerville, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the City of Somerville or developed by the Vendor in accordance with this Agreement.

2.16 Discrimination

It is understood and agreed that it shall be a material breach of any contract resulting from this bid process for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

2.17 Interpretation of Specification / Terms

All interpretations of the solicitation and supplemental instructions will be in the form of written addenda to the solicitation specifications. Requests for clarification or any questions about information contained in the solicitation should be addressed in writing to Angela M. Allen, Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: amallen@somervillema.gov. Questions and answers will be compiled and sent to all Offerors who requested a copy of the solicitation, before the proposal deadline. No requests or questions will be accepted after **4:30 p.m. December 11, 2013**.

2.18 Withdrawal or Modification of Bid Response

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

2.19 Samples

If applicable, all qualified offers may be requested to submit additional samples to what is included in this solicitation.

2.20 Financial and Operational Information

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

2.21 Payment

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

2.22 Documentation

Please find attached exhibit copies of contract forms which the successful Offeror will be required to sign.

2.23 Extension of Contract

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

SECTION 3.0 INVOICING REQUIREMENTS

3.1 General

Each invoice shall be e-mailed to the designated billing office at the following address:

William Roche, Personnel Director
City of Somerville, Personnel Department
wroche@somervillema.gov

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for delivery of property of performance of services;
- 3) Description, price, and quantity and services actually delivered or rendered;
- 4) Shipping and payment terms;
- 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- 6) Other substantiating documentation or information as required by the contract.

SECTION 4.0 SCOPE OF WORK (SOW)

4.1 Background

Somerville is a city located in Middlesex County, Massachusetts, just two miles north of Boston's financial and commercial districts and 3.5 miles from Logan International Airport. Occupying slightly over 4 square miles, its population of 75,754 (as of the 2010 census) makes Somerville the most densely populated community in New England. The City shares its southern border with Cambridge, and the MBTA Red Line connects Davis Square to Harvard, Central, Kendall Squares and downtown Boston. The three Cambridge locations are major economic drivers in the region, along with Boston's Financial District, Back Bay, Longwood Medical Area, and Seaport District. In the past ten years, Somerville has increasingly played an important role in the economic strength of the Boston Metropolitan Area.

Somerville was first settled in 1630 as a part of Charlestown. When it was established as an independent township in 1842, Somerville was still largely rural. The coming of the railroad brought people and industry to Somerville and, by the time it became officially incorporated as a city in 1872, Somerville was an urban satellite of Boston.

Today, Somerville is an attractive residential community that is diverse, dense, walkable, and has comparatively affordable housing. Somerville is home to many students who appreciate the City's convenient location near numerous educational institutions, including three of the nation's leading institutions of higher learning: Harvard, Tufts, and MIT. The city also has a large foreign-born population and remains a first stop for new immigrants to the Boston area. This important and entrepreneurial population base adds to the eclectic and diverse nature of the city.

Somerville is defined by its city squares, which help mark neighborhood boundaries while also functioning as business and entertainment centers. Davis Square, Union Square, Ball Square, Teele Square, and Magoun Square each offer an interesting assortment of restaurants, bars, small shops, and service businesses catering to a range of needs and tastes.

Somerville recently received national recognition as a model of innovation and efficiency for installing a 311 telephone help line for city residents and implementing a data-driven style of management called "SomerStat". Somerville is the only city in the country to employ both a 311 help line and a Connect-CTY mass outreach (reverse 911) program. With these innovative programs and the City's aggressive search for new, mixed-use development projects, Somerville has been recognized by the Boston Globe as "the best run city in the Commonwealth".

Access to Somerville is available primarily via State Routes 2, 16, 28, and 38, as well as from Interstate 93. The Massachusetts Bay Transportation Authority (MBTA) Red Line stops at the inter-modal station in Davis Square. The MBTA also has T stops at locations adjacent to

Somerville at Porter Square (Red Line), Wellington (Orange Line), Sullivan Square (Orange Line), and Lechmere (Green Line). Fifteen different bus lines travel through the city. The accessibility to surrounding communities ties Somerville's economic well-being to the general status of the regional economy. The Community Path, a Rails-to-Trails pathway in Davis Square, is indicative of Somerville's commitment to eco-friendly transportation and is one of the area's most widely used pedestrian/bicycle paths.

4.2 Scope

The City of Somerville, Personnel Department, requires the services of an experienced personnel search firm with specialization in Chief of Police recruitment, community process, and negotiations for local governments.

4.3 Specifications / Requirements

The duties and responsibilities are listed as follows:

1. Vendor will report directly to the Director of Personnel and maintain ongoing communications with the Director of Personnel and/or his designee.
2. Vendor must have proven expertise and experience in diversity hiring practices.
3. Vendor must facilitate meetings with the Chief of Police Selection Committee, the Board of Aldermen, members of the Police Department and Police Unions, and community groups for input into the leadership needs and the qualifications for the next Chief of Police.
4. Vendor must use existing communications materials as a basis to fine-tune the job description and communication materials including seeking feedback from internal and external groups. This should include a full review the Somerville Municipal Code sections pertaining to the Chief of Police.
5. Vendor must design and execute strategy to advertise the position, including mailings to recruitment network websites and professional organizations.
6. Vendor must design and administer the process for screening applicants, verifying credentials, and checking references.
7. Vendor must design and administer an Assessment Center to include psychological evaluation for up to 10 candidates.
8. Vendor must design and facilitate a process to evaluate semi-finalists and finalists, including the scheduling of candidates interviews in Somerville and the scheduling of site visits.
9. Vendor may assist the City of Somerville in Contract Negotiations with the selected finalists.

10. Vendor must provide up to date resume(s) of consultant(s) that will be providing the actual services and evidence that the consultant has experience in building alliances between similar organizations, their constituencies, and other diverse groups.
11. Vendor must provide evidence of insurance for the payment compensation, and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed by the consultant performing services for the term of the contract. Statutory limits apply.

4.4 Vendor Personnel

The Vendor shall assign personnel to this work that have the qualifications and knowledge of all areas in the specifications listed above.

4.5 Period of Performance

The period of performance is approximately twelve (12) months from on or about January 1, 2014 to December 31, 2014.

4.6 Place of Performance

All services, delivery and other required support shall be conducted at the Vendor's place of business. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

4.7 Hours of Operation

The awarded Vendor shall make best effort to schedule his working hours to coincide with the working hours of the City. The normal working hours are 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays. However due to the nature of the work, vendors have the flexibility to work after hours on their schedule. It is estimated that the vendor will work an average of 12-15 hours / week.

4.7.1 Holidays in 2014

Wednesday January 1	New Year's Day
Monday January 20	Martin Luther King Day
Monday February 17	Presidents' Day
Monday April 21	Patriots' Day
Monday May 26	Memorial Day
Tuesday June 17	Bunker Hill Day
Friday July 4	Independence Day
Monday September 1	Labor Day
Monday October 13	Columbus Day
Tuesday November 11	Veterans' Day
Thursday November 27	Thanksgiving Day
Friday November 28	Thanksgiving Friday
Wednesday December 24	Christmas Eve (half day)
Thursday December 25	Christmas Day

*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

4.7.2 Inclement Weather Days

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the City's project manager and/or POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

4.8 Government Furnished Materials

The City of Somerville will not be providing furnished materials to the awarded vendor throughout this contract except for the following:

- Consultant may access information from previous Chief of Police searches.

4.9 Vendor Furnished Materials

The awarded vendor will provide all personnel, equipment, tools, materials, supervision and all other items to perform tasks listed in Section 4.3.

4.10 Kickoff Meeting (If applicable)

The awarded vendor shall attend a kickoff meeting with the purchasing department/contracting officer, the Personnel Director and other designated representatives with the City within seven (7) business days after award of the contract. The purpose of this meeting is to review project milestones and contractual objectives.

4.11 Deliverables:

The Offeror shall consider the above items in section 4.3 as mandatory deliverables according to the specifications. The Vendor's plan of services shall clearly outline deliverables that pertain to the scope of work. The Vendor shall provide for all day-to-day supervision, inspection (if applicable) and monitoring of all work performed to ensure compliance with the contract requirements. Where applicable, the results of inspections conducted shall be documented in an inspection report for submission to the City. The Vendor shall follow through to assure that all City and Vendor identified defects or omissions in the contract requirements are corrected.

4.12 Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may at his/her sole discretion, to the right the vendor to remove any and vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The

City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department.

**SECTION 5.0
PRICING**

Having fully examined, read, and understood the specifications for this job and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this request for proposals for the prices stated below.

Fee must include the total cost of service to the City of Somerville including reimbursable expenses.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 Base Period	Chief of Police Search Services FFP – all-inclusive total service fee 1/1/14 – 12/31/14 (12 months)	1	N/A	N/A	

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

SECTION 6.0 FORMS

Required Form Submissions by Offeror

1. Quality Requirements (use table in sec. 1.9)
2. Certificate of Non Collusion & Affidavit Tax Compliance
3. Certificate of Signature Authority (for corporations and LLCs)
4. Somerville Living Wage Ordinance (does not apply to sole proprietors)
5. Reference Form (according to format in sec. 1.7.7 above)
6. Vendor TIN Certification Form

Post Award

1. Insurance Certificate (general liability)
2. Certificate of Good Standing (for corporations)
3. W-9 Form (if new vendor)



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify 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.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. 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 contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



Certificate of Authority (Limited Liability Companies Only)

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

_____)
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by **(check one)** a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:** _____

Printed Name: _____

Printed Title: _____

Date: _____



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of “Living Wage”: For this contract or subcontract, as of 7/1/2013 “Living Wage” shall be deemed to be an hourly wage of no less than \$11.89 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: _____

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2013 is **\$11.89** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



APPENDIX A
SAMPLE CONTRACT

**Professional Services Agreement
By And Between
The City Of Somerville
Acting through its Purchasing Department
for the _____
AND
_____**

Contract #: _____

Contract Amount: \$ _____

PO #: _____

P.O. Amount: _____

Contract Period:

Contract For:

Vendor:

ACCORDING TO SCOPE OF WORK (SOW) CONTAINED HEREIN

**SERVICES & SUPPLIES AGREEMENT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND**

+ _____

This Contract made this _____ of _____, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and _____ (hereinafter, the "Vendor").

WHEREAS, the City seeks the following services: _____ (hereinafter, the "Services"): and

WHEREAS, the procurement of such services is:

 X Subject to M.G.L. c. 30B (Procurement of Goods and Services Statute)

WHEREAS, the contract is under _____ and the Vendor has been selected by the City to perform such services through the exercise of a _____ (_____) process in accordance with M.G.L. c. 30B;

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

The Vendor shall provide the Services and/or Supplies described in _____, Scope of Work (SOW), attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above,

2. The Vendor shall complete the Services and/or furnish the supplies, by _____ (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.

3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to: _____

2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal.

(Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

1. In case of an error in extension prices quoted herein, the unit price will govern.

2. The Services and the cost of the services are listed in Appendix attached and made a part hereto.

B. Payments.

1. The City agrees to pay the Vendor according to the SOW page in Appendix.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with M.G.L. c30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.

4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.

2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of its corporate structure; or
7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
 - (I) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
 - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
 - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,
 - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
 - (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
 - (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or

8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.

2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date;
2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and
3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
 - d) pursue remedies under any bond provided; and
 - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in Appendix _____ attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring thirty (30) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: M046 001 414.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense,

including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.

- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods: (I) hand-delivery; (ii) facsimile (iii) certified mail, return receipt requested; or (iv) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor at the address set forth herein or the following

Tel #:

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143;
Fax No. (617) 776-8847.

Notice shall be effective on the earlier of (I) the day of actual receipt, or (ii) one day after tender of delivery.

- L. Captions.** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.
- M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Notice to Offerors / Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Work (SOW)

Appendix D – Proof of Insurance

Appendix E – Forms

The above-described appendices are, by this clause, made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/
partnership/trust/sole proprietorship, other: _____
and is qualified to do business and is in good standing in the Commonwealth of
Massachusetts, with full power and authority to consummate the transactions
contemplated hereby.

- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: _____to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: _____The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for

the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.

- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in **Appendix _____**

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix _____**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount, an unencumbered balance of \$ _____, is available for this contract. I further certify that a sum of \$ _____ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Department Head

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

Vendor Name

X _____
Signature of Authorized Agent

Printed Name of Authorized Agent of Vendor

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

Clerk's Signature

Print or Type Clerk's Name

APPENDICES

[forms to be inserted upon execution of agreement]

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:
www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:
City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

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Sec. 10-1. Police department organization.

The police department shall consist of a chief of police and not more than the following: two deputy chiefs of police, six captains, 11 lieutenants and 16 sergeants; and the mayor and board of aldermen shall endeavor to provide not less than 130 patrolmen at all times. The chief shall devote his or her full time to the position. Patrolmen shall be appointed as soon as practicable, whenever such vacancy arises.

(Code 1963, § 7-1; Ord. No. 1997-2, 5-6-97; Ord. No. 2008-13, 7-17-2008)

Sec. 10-1.1. Alternate number of lieutenants.

Notwithstanding the provisions of [section 10-1](#) above, there shall be not less than 12 lieutenants in the police department until such time as one of the 12 shall retire, resign or otherwise vacate the position;

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thereafter, the provisions of this section shall become null and void, and the provisions of [section 10-1](#) shall apply.

(Ord. No. 1988-13, § 1, 8-25-88)

Sec. 10-2. Transfers to fire department.

Any former officer or member of the police department who may qualify for appointment to the fire department may, upon appointment, enter the service of the fire department without loss of pay, seniority, retirement or pension rights.

(Code 1963, § 7-2)

Cross reference— Fire department organization, § 5-31 et seq.

Sec. 10-3. Salaries of officers and members.

Salaries and benefits of officers and members of the police department shall be set by collective bargaining.

(Code 1963, § 7-3)

Sec. 10-4. Police chief duties.

- (a) *Generally.* The chief of police shall be responsible for the discipline and efficiency of his or her department, and shall have entire control thereof and of all special police officers when they are engaged in the service of the city. He or she shall execute and enforce the laws of the commonwealth, the special laws relating to the city, the city ordinances, the orders of the mayor and of the board of aldermen, and the regulations for the government of the police, and shall enforce the regulations of the board of health when required by said board. He or she shall, on the last day of every month, and at all times when especially required, make a written report to the mayor of the doings of the department, and of all misconduct, neglect of duty or want of efficiency in any member.
- (b) *Employment of assistants.* The chief of police, subject to the approval of the mayor, may employ and discharge such assistants, not regular members of the police department, as he or she may deem expedient, not exceeding four in all, as matrons and clerk in the police department. Their compensation shall be fixed by the board of aldermen.
- (c) *Prosecution of cases.* The chief of police shall receive all complaints from any and all persons for any breach of the criminal laws, ordinances or regulations of the board of health, and shall cause to be prosecuted all cases where, in his or her judgment, there may be a willful violation of either.
- (d) *Closing of public ways.* The chief of police shall have authority to call upon the superintendent of streets to remove all obstructions found unlawfully encroaching or remaining in, upon or over the streets, sidewalks or other public places, and may prosecute any contested case.
- (e) *Record of arrests.* The chief of police shall cause to be kept a record, with a suitable index, of every person arrested with the name of the arresting officer, the offense charged, the place of birth, age, height, complexion and residence of the prisoner, with such other description as may be useful for his or her identification. When complaints are made he or she shall cause to be kept a record of the sentence or disposition made of the case.
- (f) *Personnel records.* The chief of police shall keep an account of the duties performed by each member and of all absences from duty and the cause of the same.

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(Code 1963, §§ 7-4—7-8, 7-10)

Sec. 10-5. Medical examinations of persons arrested under the influence of drugs.

The officer in charge, upon the arrest of a person utterly under the influence of intoxicants or drugs, shall, during the winter months from October 1 to April 1, immediately summon the city physician or his or her assistant for a physical examination and the officer in charge will be guided by his or her instructions.

(Code 1963, § 7-9)

Cross reference— Health, Ch. 6.

Sec. 10-6. Injury leave.

Permanent members absent from duty on account of injury caused while in the performance of duty, and such injury being certified to by the city physician, shall receive full pay for a period not exceeding 60 days; provided, however, that the chief of police, with the approval of the city physician and mayor, may grant such extension of time as may be deemed necessary.

(Code 1963, § 7-12)

Cross reference— Injury leave, § 5-42.

Sec. 10-7. Sick leave.

Permanent members of the police department absent from duty on account of sickness, and such sickness being certified to by the city physician, shall be entitled to full pay for not more than 20 days of absence on any one occasion; provided, however, that the chief of police, with the approval of the city physician and mayor, may grant such extension of time as may be deemed necessary.

(Code 1963, § 7-13)

Cross reference— Sick leave, §§ 2-318, 5-43.

Sec. 10-8. Exceptions to sick or injury leave.

No pay will be allowed under the provisions of sections [10-6](#) and [10-7](#) if the sickness or injury is feigned, simulated, exaggerated, or arises from carelessness, improper or vicious conduct, excessive indulgence of appetite or other bad habits, or from improper, illegal or immoral practices, or if the sick or injured person shall fraudulently, by concealment, false statement or otherwise seek to deceive or mislead the attending physician or surgeon in relation to his or her case, or if he or she refuses or neglects to conform to the instructions of the attending physician or surgeon.

(Code 1963, § 7-14)

Sec. 10-9. Funeral leave.

At the discretion of the chief of police, any member of the police department shall be entitled to full pay during absence not exceeding three days for the purpose of attending a funeral in his or her immediate family.

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(Code 1963, § 7-15)

Cross reference— Bereavement leave, § 2-319.

Cross reference— Funeral leave, § 5-46.

Sec. 10-10. Duty hours.

The permanent members of the police department shall be given two days off, without loss of pay, as determined by the chief of police. They shall be given two days off without loss of pay, after working four days or nights. The time and the manner of excusing them from duty shall be determined by the chief of police. The period during which any member is on vacation is not considered for the purpose of allowing days off under this section. Allowances otherwise provided for or time off because of injury, sickness or other cause, shall not be affected by the provisions of this section. A member so excused shall be exempt from duty and from attendance at a police station or other place, but otherwise shall be subject to all laws, rules and regulations relating to members of the department.

(Code 1963, § 7-16)

Sec. 10-11. Emergency duty.

The chief of police shall have authority, whenever in his or her judgment public emergency or any unusual demand for the services of the police requires, to prevent any such member from taking the day off authorized by [section 10-10](#) at the time when he or she is entitled thereto or at the time assigned therefor; provided, however, that such day off shall be granted him or her as soon thereafter as is practicable in the judgment of the chief of police. In no case shall the number of such days off be less than 98 in each entire calendar year.

(Code 1963, § 7-17)

Sec. 10-12. Duties of officers, inspectors and patrolmen.

The captains and lieutenants of police shall be under the immediate control of the chief, and shall assist him or her in his or her duties, and officiate for him or her in his or her absence. The sergeants, inspectors and patrolmen shall perform the duties assigned them by the chief, and attend to such duties at the station house under the direction of the officer in charge. Each member shall devote his or her entire time to and acquaint himself or herself with the business of the department, shall hold himself or herself ready at all times whenever his or her services may be required, obey the orders of his or her superior officers, and make daily reports of his or her doing and of important facts coming to his or her knowledge.

(Code 1963, § 7-19)

Sec. 10-13. Police station, presentation of ordinances.

- (a) The chief of police shall have general charge and care of the police station and of all property belonging to the police department, and shall make his or her headquarters at the said station. He or she shall require the officers to report there, at least once every 24 hours, and shall then communicate to them such orders or instructions as he or she may deem necessary. The police

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station shall be kept open at all hours of the day and night, and shall be furnished with a copy of the General Laws.

- (b) Each officer shall be provided with a copy of this article of the Code of Ordinances and a copy of the rules and regulations of the board of aldermen for the government of the police.

(Code 1963, § 7-20)

Sec. 10-14. Clothing allowance.

A clothing allowance shall be paid to each and every police officer in the police department on the first day of December in each year, for the cost of new uniforms and upkeep thereof during the calendar year. The amount of such clothing allowance shall be set from time to time by the board of aldermen and a schedule of such allowance kept on file in the office of the city clerk.

(Code 1963, § 7-21)

Cross reference— Clothing allowance, § 5-50.

Sec. 10-15. School traffic supervisors unit.

- (a) There shall be a school traffic supervisors unit established within and under the direction of the police department. Appointments thereto shall be made by the mayor after consulting with the chief of police. School traffic supervisors shall report to their assigned posts at the time specified and safely conduct the school children crossing to and from school across the vehicular traveled ways. They shall attend to their duties as assigned by the chief of police and shall be subject to his or her orders and rules and regulations which may be promulgated by him or her for their guidance. They shall receive a salary for each day actually worked in school traffic supervision paid on a semi-monthly basis which salary shall be set from time to time by the board of aldermen and a schedule of such salary kept on file in the city clerk's office.
- (b) School traffic supervisors shall be empowered to enforce Chapter 90 of the General Laws in so far as said chapter applies to the control of vehicular traffic. They shall be empowered to enforce the traffic ordinance of the city in so far as said ordinance applies to the control of vehicular traffic. While on duty they shall display a badge of office and wear a distinguishing uniform or part of a uniform as designated by the chief of police.
- (c) They shall be subject to disciplinary action by the mayor and chief of police and may be discharged for cause by the mayor.
- (d) A separate appropriation shall be made in the budget of the police department for the personal services and equipment of the school traffic supervisors.

(Code 1963, § 7-22; Ord. No. 1999-6, §§ 2, 3, 1-27-2001)

Sec. 10-16. Police details.

Where any contractor is doing construction work in the city, and where the passage or flow of pedestrian or vehicular traffic will be impeded or rerouted, and where the safety, health and welfare of the general public is concerned, said contractor receiving the permit or license for such construction shall procure at his or her own expense sufficient police detail furnished by the police department.

The chief of police or his or her designee shall have the authority to require police details at any time he or she shall determine in his or her discretion that it is in the interest of public safety to do so. Any

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establishment, entity or individual operating under license or otherwise, and any individual or private entity which produces and operates an event open to the public, shall procure at his or her own expense sufficient police detail furnished by the police department as the chief of police or his or her designee may require.

The fee for police details shall be set by the mayor and shall be payable in advance.

(Code 1963, § 12-25A; Ord. No. 2004-10, 7-22-2004)

Sec. 10-17. Selection of police chief; qualifications.

Upon removal of the position of chief of police from civil service status, the chief of police shall be selected by the mayor in accordance with the City Charter and shall have the following minimum qualifications, in addition to those developed by the assessment process provided in [section 10-18\(b\)](#):

- (a) The chief of police shall be a law enforcement professional with minimum of 15 years experience in federal, state, county, municipal or military policing, no less than five of which shall be in a progressively responsible law enforcement management position;
- (b) The chief of police shall have a master's degree or a four-year degree in criminal justice or a related field;
- (c) The requirements for formal education provided in (b) above can be waived for candidates with a minimum of 15 years of progressively responsible law enforcement management experience as long as they possess an associate's degree, or with a minimum of 20 years progressively responsible law enforcement experience as long as they possess a high school diploma;
- (d) Preference shall be given to candidates who have experience in a multi-lingual and multi-cultural urban law enforcement environment from municipalities with a population of 50,000 or more residents, and/or possess managerial experience, as defined in paragraph (a), in the command structure of the Somerville Police Department and/or are bilingual, with the second language reflecting the linguistic diversity of the citizens of Somerville, and/or possess a minimum rank of lieutenant or higher for a minimum of three years in a policing environment and/or who have successfully completed any of the nationally recognized police leadership programs, such as the Senior Management Institute for Police, FBI National Academy, and the Southern Police Institute;
- (e) The chief of police shall have experience in financial management, budgeting, innovations in police operations, and information technology, as it pertains to law enforcement;
- (f) The chief of police shall have strong leadership and supervisory skills, excellent interpersonal skills to include labor relations, community relations, mediation and facilitation skills; and
- (g) The chief of police shall have excellent management and supervisory skills, and familiarity with state-of-the-art law enforcement practices, including staff development, training, community policing and use of crime data for deployment and decision-making.

(Ord. No. 2005-16, 11-22-2005)

Sec. 10-18. Selection of police chief; manner of appointment.

- (a) The candidates for chief of police shall be reviewed by a selection committee consisting of the following individuals:
 - (1) The personnel director, who shall serve as the chair of the selection committee;

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- (2) One member of the board of aldermen to be appointed by the president of the board of aldermen;
- (3) The director of the multicultural affairs commission;
- (4) Two members of the general public to be appointed by the president of the board of aldermen, with at least one of said members being a representative of the city's socioeconomic and racial and ethnic segments;
- (5) Two members of the general public to be appointed by the mayor with at least one of said members being a representative of the city's socioeconomic and racial and ethnic segments; and
- (6) Two sworn officers of the Somerville Police Department, one of whom shall be a member of the union representing patrol officers, elected by that body, and one of whom shall be a member of the union representing superior officers, elected by that body.

The mayor may appoint appropriate support personnel to facilitate the operations of the selection committee.

- (b) The mayor, in consultation with the selection committee and the procurement officer, shall select a qualified recruitment and assessment contractor to analyze candidates for chief of police. Such recruitment and assessment contractor shall be charged with development of selection criteria, after consultation with members of the public at community meetings, with an effort to invite representatives of diverse populations within the community; recruitment of qualified candidates; and administration of a selection process consisting of, without limitation, a written exam, an assessment center and a psychological evaluation. The community meetings required above shall provide interpretative services for the hearing-impaired and non-English speaking, as requested and otherwise shall comply with the Americans with Disabilities Act.
- (c) The selection committee shall vote a list of no more than five and no less than three unranked qualified candidates for chief of police and shall submit such list to the mayor. All votes taken by the selection committee shall be by majority vote of those present. There shall be a public interview process conducted for the finalists by the selection committee prior to the appointment of the chief of police by the mayor. If the selection committee determines that there are fewer than three candidates for chief of police, the selection committee shall nonetheless send the names of the candidate(s) to the mayor. If the selection committee should submit to the mayor a list of fewer than three candidates for chief of police, or for any reason designated in writing, the mayor may choose to commence a new selection process, in the manner prescribed herein.
- (d) The mayor shall make the final appointment from the list, subject to confirmation of the final appointment by the board of aldermen. Prior to confirmation of the final appointment, the board of aldermen shall be provided with a copy of the contract negotiated with the candidate selected by the mayor, as well as a complete report of those candidates who applied and were deemed less qualified. The contract may not be subsequently amended without the approval of the board of aldermen. The length of such contract of chief of police shall be for a period of at least three years, but no longer than five years.
- (e) Upon such time as the mayor shall become aware of a vacancy in the office of chief of police, the mayor shall within a reasonable period of time, but by no later than the next regularly scheduled meeting of the board of aldermen, notify the board of aldermen that a vacancy has occurred. The mayor shall in a timely manner thereafter commence the process to fill the vacancy, in the manner prescribed herein.

(Ord. No. 2005-16, 11-22-2005)

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Sec. 10-19. Deputy police chief: selection; qualifications; appointment; compensation.

- (a) The chief of police shall select candidates for the position of deputy chief of police, which candidates must, prior to appointment, be approved by the mayor and confirmed by the board of aldermen.
- (b) The term for deputy police chief shall be for a period no longer than from July 1 through June 30 in any 12-month period. Any individual appointed to the position of deputy police chief may be reappointed pursuant to subsection (a). No deputy may serve in excess of one year without reappointment.
- (c) Should any candidate appointed deputy chief of police possess civil service protection provided under [chapter 31](#) of the general laws of Massachusetts, such candidate shall revert to the status held prior to reassignment. The deputy police chief may be removed from that rank at any time upon recommendation of the chief of police and the approval of the mayor. Deputies who fail to be re-appointed or are removed from that rank by the chief of police and have civil service status within the Somerville Police Department will return to that status (for example, if a captain was appointed to the rank of deputy and was either removed or not re-appointed he or she would return to the rank of captain). Any deputy reduced in rank to a civil service rank for which he or she is qualified may be further disciplined, as provided in [chapter 31](#) of the general laws. If a deputy is removed prior to the expiration of his or her term, it will be with the approval of the mayor and the concurrence of the board of aldermen.
- (d) The deputy chief of police shall not have an employment agreement.
- (e) Pursuant to an agreement with the Somerville Police Superior Officers Association (SPSOA) the first two deputies to be appointed will emanate from the rank of captain within the Somerville Police Department.
- (f) The minimum qualifications for the position of deputy chief shall include an extensive knowledge of principles, procedures and technical aspects of modern law enforcement. All candidates must come from the superior ranks in the Somerville Police Department and have the ability to lead and innovate.
- (g) Compensation: deputies are "exempt" or salaried employees and are therefore not eligible for overtime compensation. Deputies will not be permitted to work on police detail assignments.

(Ord. No. 2008-13, 7-17-2008)

Secs. 10-20—10-30. Reserved.