

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

BID INVITATION
(Supplies, Material, Equipment, Services)

BID NO. 8426-W5

DATE: April 8, 2025

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher Gagliastro

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL required pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: APRIL 16, 2025 TIME: 4:00 P.M.

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK ENVELOPE **"Bid No. 8426-W5, Executive Recruitment – Deputy City Solicitor / HR"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: provide professional recruitment / search services for the hiring of a new Deputy City Solicitor in accordance with the attached requirements and specifications of the City of Worcester Executive Office of Human Resources.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ must accompany this bid.
3. **NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: 36 - 43
7. Questions pertaining to this bid must be directed to: Christopher J. Gagliastro in writing via e-mail at: gagliastroc@worcesterma.gov

Email copies of this bid are acceptable. Please email bids to gagliastroc@worcesterma.gov

8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at gagliastroc@worcesterma.gov). No changes will be considered or any interpretation issued unless request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. Conditional Bids Will Not Be Accepted.
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L.C.43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes, and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. **All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and The Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either or underlet the contractor, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City.

23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a Legal Holiday) from the date of the mailing of a notice from the City to him, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid is accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form when submitting a bid. Bidder must sign and return complete forms.
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants, or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE – Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE – Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limits, of \$ 1,000,000.00 (all owned, hired and non-owned autos).
29. COMPENSATION INSURANCE – Contractor shall furnish the City of Worcester with certificates showing that all of his or her employees who shall be connected with this work are protected under Massachusetts' statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for any one of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the contracting officer certificates from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may be otherwise stated herein, the Contractor shall also carry bodily injury and property damage insurance in amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engage in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City, through its Purchasing Division, reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples, shall be given the opportunity, while sampling, to affix his signature to the delivery slip each item represented in his sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his proposal, the Purchasing Agent may at his option exercise his right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the City is directly or indirectly interested in this bid; and he proposes and agrees that if this proposal is accepted he will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or request for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually

violent predator" as those terms are defined in Chapter 6, Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1)	If a Proprietorship
	Name of Owner _____
	Business Address _____
	Zip Code _____ Telephone No. _____
	Home Address _____
	Zip Code _____ Telephone No. _____

(2)	If a Partnership												
	Full names and addresses of all partners												
	<table><thead><tr><th><u>Name</u></th><th><u>Address</u></th><th><u>Zip Code</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table>	<u>Name</u>	<u>Address</u>	<u>Zip Code</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Name</u>	<u>Address</u>	<u>Zip Code</u>											
_____	_____	_____											
_____	_____	_____											
_____	_____	_____											
	Business Address _____ Zip Code _____												
	Tel. No. _____												

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" 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."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

PROPOSAL PAGE

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES XX NO

Delivery to be made to: Worcester locations as required

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING

**BIDDER TO COMPLETE ITEMS
BELOW**

Item No.	Estimated Contract Quantity	Description				Total Amount
		<p>Provide professional recruitment / search services for the position of Deputy City Solicitor per the attached requirements and specifications</p> <p>Questions pertaining to this bid must be directed to: Christopher J. Gagliastro in writing via e-mail at: gagliastroc@worcesterma.gov</p>				<p>\$ _____</p> <p>Total Lump Sum Price for all Services</p>

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN (as required) DAYS FROM TIME OF NOTIFICATION BY THE CITY.

NAME OF BIDDER _____

Executive Search Recruitment – Deputy City Solicitor / HR

The City of Worcester seeks quotes from qualified executive recruitment firms to assist in the recruitment of a Deputy City Solicitor for the City's Law Department. The city is requesting a lump sum total to complete all services required.

The awarded bidder will provide comprehensive recruitment services, ensuring alignment with the municipality's goals, values, and legal requirements.

BACKGROUND

Worcester is a City of approximately 206,000 residents located in the center of Massachusetts, between Boston and Springfield. Worcester, known as the "Heart of the Commonwealth," was incorporated as a town in 1722 and as a city in 1848. It is the second most populous city in New England. Worcester is approximately 40 miles west of Boston, 50 miles east of Springfield, and 40 miles north of Providence, R.I. The City has a total area of 38.6 square miles and is bordered by the communities of Auburn, Grafton, Holden, Leicester, Millbury, Paxton, Shrewsbury, and West Boylston.

The City of Worcester continues to further its reputation as a well-run, financially sound municipal organization. Worcester is governed by a Council-Manager, or Plan E, form of government with a popularly elected Mayor, 10 elected City Council members, and a City Manager appointed by the City Council.

SCOPE OF SERVICES – GENERAL

The City of Worcester is seeking bids from search firms with extensive experience in conducting successful executive level searches in the government sector, with a proven ability to recruit highly qualified, diverse, and nationally respected candidates. The selected firm will utilize industry best practices and protocols to customize a plan and overall process tailored to the City's needs for this specific position (Deputy City Solicitor), while helping to ensure a smooth and successful search process. **The selected firm must have extensive experience successfully conducting executive searches for executive legal positions.**

Scope of Services

Duties and Responsibilities of the firm awarded this BID shall include, but not be limited to the following:

- Executive Recruitment firm must be able to begin recruiting immediately.
Please indicate in bid submission the date available to start work
- Ability to meet with HR and Law to discuss the position responsibilities and benefit package
- Awarded vendor will provide a minimum for 8 qualified candidates based on the City's Minimum and Preferred qualifications (see attached job description)
- Provide weekly updates on sourcing activities to HR Representative
- Awarded vendor must perform their own advertising and sourcing: City will provide Job Description and Job ad to be posted by the vendor must be approved by HR representative.
- City will interview, make selection, perform reference checks, and will send selection and rejections letters to candidate.
- If any of the selected candidates do not accept the position, additional candidates must be provided by the vendor.

INFORMATION TO BE SUBMITTED WITH BID

- Cover letter expressing desire to be considered for the opportunity and demonstrating an understanding of the particular requirements of the Scope of Services required.
- Description of experience with similar projects, including successful recruitment experiences of senior or executive level municipal positions preferably with other municipal or government institutions and examples of strategic or creative approaches to recruiting candidates.
- A proposed approach for the Scope of Services including timeline to complete scope.
- At least two comparable client references with contact information, preferably in municipal or government institutions.
- Project Lead: State the name, title or position, and telephone number of the individual who will have primary responsibility for the project. Describe the experience and qualifications of the Project Lead (resume).

Deputy City Solicitor

Position Title:	Deputy City Solicitor	Grade Level:	50 EM
Department	Law	Date:	4/8/2025
Reports to:	City Solicitor	FLSA Status	Full-time Exempt

Statement of Duties: The Deputy City Solicitor provides legal services to various City departments, and boards and commissions. This role requires in-depth knowledge of municipal law, civil litigation, contract negotiation and drafting, and the ability to supervise and mentor junior attorneys. The Deputy City Solicitor assists in drafting ordinances, resolutions, and complex legal opinions, as well as representing the City in administrative hearings, court proceedings, and other legal matters.

Supervision Required: Under the general direction of the City Solicitor, the Deputy City Solicitor plans, prioritizes, and carries out the regular work in accordance with standard practices and previous training. The employee interprets instructions and/or adapts methods to resolve particular problems. Instructions for new assignments usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with City Solicitor. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy, or other requirements.

Supervisory Responsibility: The Deputy City Solicitor on a regular basis is required to lead three (3) full-time attorneys to assist them in completing their assigned work. The employee also performs non-supervisory work that is of the same kind and level as is done by the employee(s) being supervised. The employee is not responsible for taking any disciplinary action. Functions, programs, work processes and staff size are well established and relatively stable throughout the year. Employees supervised work at the same location and the same work shift, a few may be dispersed to other locations.

Confidentiality: The Deputy City Solicitor has regular access at the departmental level to a wide variety of confidential information, including official personnel files, collective bargaining negotiations (on behalf of the City) criminal records/investigations, lawsuits, client records, and department records.

Accountability: Consequences of errors, missed time deadlines or poor judgment could result in adverse public relations, monetary loss, labor/material costs, danger to public safety, jeopardize programs, personal injury, and/or legal repercussions to the City. Consequences of failing to maintain political objectivity and neutrality will result in loss of credibility.

Judgment: The Deputy City Solicitor is required to examine, analyze, and evaluate facts and circumstances surrounding individual problems, situations or transactions, and determine actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents which may be conflicting, at times. Independent judgment is used to analyze or evaluate specific situations to determine appropriate actions.

Complexity: Work consists of the practical application of a variety of concepts, practices, and specialized techniques relating to the professional municipal legal field. Assignments typically involve high level evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact-finding techniques; or determining the methods to accomplish the work.

Work Environment: The nature of the duties require the employee to work in an environment that involves everyday discomforts typical of an indoor environment in a municipal setting. Everyday work is marked by frequent interruptions from staff and from city officials. The employee is required to work beyond normal business hours in attending evening meetings. The Deputy City Solicitor is expected to be present in the office and be available to offer assistance, in the absence of the City Solicitor, to other city departments in addition to law department staff.

Nature and Purpose of Public Contact: The Deputy City Solicitor has constant interaction with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance or compliance; or one-on-one relationships with a person who may be under severe stress, where gaining a high degree of persuasion may be required to obtain the desired effect. The employee may represent the City on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

Occupational Risk: Risk exposure is similar to that found in a public office setting.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Represent and counsel the City administration, City employees, departments, and city boards and commissions (i.e. Planning Board and License Commission) on a wide variety of civil, criminal, administrative and other legal issues in all levels of state and federal courts, administrative bodies and tribunals.

Assist in the development of legal structures and codes as well as the interpretation and application of laws, codes and ordinances.

Supervise and mentor junior attorneys to ensure high-quality legal services and professional development.

Conduct legal research and communicates the results of that research in legal memoranda to the courts and legal opinions to City administration.

Attend and participate in staff, department or other meetings, conferences, committees, task forces.

Attend City boards and commission meetings as legal counsel during work hours and evening hours. Advises on the Open Meeting Law and public meeting procedural requirements.

Perform a range of legal functions including but not limited to the review and analysis of cases for appropriate and fair dispositions, negotiation of contracts such as construction, professional and consulting services, Software as a Service Agreements (SASS), Service Level Agreements (SLA), leases, licenses, deeds, mortgages, and related conveyancing property documents, and assists in preparation and analysis of public procurement and bidding matters, etc.

Perform a range of administrative tasks including but not limited to insurance risk management for the City as well as overseeing the provision of a range of clerical support services (i.e. answering telephones, typing, personnel/HR employee leave accrual etc.).

Required to attend training seminars and workshops to stay abreast of changes to local, state and federal criminal laws and regulations as well as investigative techniques and practices.

Minimum Qualifications:

- Doctoral Degree of Law
- Five (5) years of related work experience
- Civil law prior experience
- Experience with employee supervision or consultation

Preferred Qualifications:

- Two (2) years supervising and managing attorneys
- Four (4) years of experience providing advice and counsel or acting as general counsel
- Prior municipal law experience

Special Requirements:

Valid Motor Vehicle Driver's License.

License to practice law in the Commonwealth of Massachusetts.

Knowledge, Abilities and Skill

- Thorough knowledge of City ordinances, civil and municipal law, and City Charter
- Knowledge of Massachusetts and federal constitutional and statutory provisions relating to the operation of municipalities in Massachusetts.
- Knowledge of rules of civil procedure, civil litigation and appellate procedures and administrative hearing procedures.
- Working knowledge of office software, the Internet, and Westlaw in support of department operations.
- Knowledge of the City of Worcester government department and political operations and

services.

- Knowledge of the state public bidding law, open meeting law, and access to public records statutes.
- Skilled to complete multiple tasks in an accurate and detailed manner.
- Ability to interpret and explain City, state and federal law, regulation, policy and court decisions affecting city operations to diverse audiences.
- Ability to supervise a small team of attorneys and provide guidance and mentoring in evaluating work product.
- Ability to exercise a high degree of tact, discretion, and diplomacy in dealing with sensitive, complex, and confidential issues and situations.
- Ability to establish and maintain effective working relationships with boards, employees, public officials, court officials, disgruntled members of the public, opposing council, and local, state officials and governmental representatives.
- Ability to speak or to communicate privately and publicly in a clear and concise manner.
- Ability to understand complex oral and written information and to render legal advice regarding strategy and to independently investigate issues in an organized, detailed and timely manner.
- Skill to complete multiple tasks in an accurate and detailed manner; excellent analytical, oral, and written communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as office equipment.

Motor Skills: Position requires the application of basic motor skills in order to perform activities such as operating a personal computer and office equipment.

Visual/Auditory Skills: The employee is required to constantly read documents, personal computer screens and written reports for general understanding and routinely for analytical purposes. The employee must have the auditory ability to listen and comprehend.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.